

**IN THE COURT OF THE MUNSIFF, PERUMBAVOOR**

**Present:- Smt. Alshari A., Munsiff**

Tuesday, the 8<sup>th</sup> day of August, 2023/ 17<sup>th</sup> Sravana, 1945

**E.P.107/2022 in O.S. No. 524/2013**

**Decree Holders/Defendants No. 1 & 4:-**

- 1 M. J. Shajan, S/o John, Aged 54 years,  
Madathiparambil House, Pazhanganadu Kara,  
Kizhakkambalam Village, Kunnathunadu Taluk.
- 2 Jessy, W/o. Shajan, Aged 51 years,  
Madathiparambil House, Pazhanganad Kara,  
Kizhakkambalam Village, Kunnathunadu Taluk.

By Advs. Suja Mathew, G. Mini & M V Joy

**Judgment Debtor/Plaintiff:-**

E. C. Sebastian, S/o Chacko, Aged 61 years,  
Idayappurakkal House, Pazhanganad Kara,  
Kizhakkambalam P O, Kizhakkambalam Village,  
Kunnathunadu Taluk, Ernakulam District, Pin: 683 562.

By Adv. K.V. Gopakumar

This Petition having been finally heard before me on 08/08/2023 and the court on the same day passed the following:-

**O R D E R**

Heard. According to the Decree Holder, the Judgment Debtor shall be directed to construct the retaining wall on the eastern side of the Judgment Debtor as per the compromise decree. On the perusal of records it is seen that clause 3 of the compromise agreement entered into between the parties refers to the part of decree sought to be executed herein. The Judgment Debtor had filed objection by which the suit is challenged which cannot be looked in to by this execution court. The other contentions is that the Judgment Debtor was ready to comply with the reciprocal part of compromise decree but due to the insist of the Decree Holder to construct the compound wall by leaving 2 feet, it was not complied with. From the contentions of

Judgment Debtor, it can be seen, the construction on the western boundary wall as per the decree was done at their expenses, which is not a matter to be looked in to in this execution petition which is filed to execute clause 3 of the compromise decree. On the other hand, the Judgment Debtor who admits that he filed EP 20/2018 for the execution of compromise decree as per the decree, in otherwise admitting the compromise decree in its letter and spirit. The Judgment Debtor have no case that the said clause C was already executed or so. When the compromise decree is admitted and when the part of the decree stands unexecuted. I am of view that Decree Holder is entitled to get the decree executed as per the plan attached to the compromise decree as per the decree. Hence, Amin is hereby deputed to execute the decree with the assistance of Taluk Surveyor hereby appointed. Issue intimation to Taluk Surveyor appointed. Decree Holder is directed to pay Rs.2,500/- to Surveyor as his remuneration and file a memo to the effect of payment made. Amin is deputed to complete the work by 21.08.2023. For report 22.08.2023.

Pronounced by me in open court on this the 8<sup>th</sup> day of August, 2023.

Sd/-  
ALSHARI.A,  
MUNSIFF

**Appendix: Nil**

Id/-  
Munsiff  
( By Order )

// True Copy //

Sd/-  
Junior Superintendent

Typed by : jav  
Compd.by : Suja

Copy of Order in  
EP.107/22 in OS 524/13.  
Dated: 08/08/2023