

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

**Present:- Smt. Sumeey Chandran, Civil Judge (Junior Division)**  
Wednesday, the 23<sup>th</sup> day of July, 2025/ 1<sup>th</sup> Sravana, 1947.

**I.A. No. 3/2025**

**in**

**O.S. No. 201/2024**

**Petitioner/Plaintiff:-**

Jijo Eldhose, Proprietor, M/s. Jubili Industries, M.C. Road,  
Kanjirakad, Perumbavoor P.O, Erakulam District, Pin-683 542.

By Adv. Roy George

**Respondent/Defendant:-**

Shajimon George, S/o. George, Valiyavelichathil House, Memmuri  
Kara, Memmuri P.O., Maanjoor Village, Proprietor M/s Beeza  
Club House, Kothanelloor Village, Vaikom Taluk, Kottayam  
District, Pin – 686611.

By Adv. P. T. Geevargheese & Rohan Roy

This petition having been finally heard before me on 23/07/2025 and  
the Court on the same day Passed the following:-

**O R D E R**

1. This petition is filed by the petitioner/plaintiff under Order 38 Rule 5 of the Code of Civil Procedure, 1908 for attachment of property of the respondent/defendant.
2. Petition averments in brief:-
  1. The plaintiff is a businessman dealing in Gypsum materials, roofing sheets and allied building materials. The respondent is the owner of a hotel at Kothanelloor.
  2. On 25/07/2023, the Respondent had placed an order with the petitioner for supply of 148.01 sq. Ft, 30 m.m Roof Panel Top Sheet for covering the respondent's Hotel Building, which was at time time

under construction at Kothanellor. The total amount of the Invoice No. A-24/FY-2023-24, dated 26/07/2023 is Rs. 32,692/-.

3. The respondent has thereafter neglected to pay the said invoice amount. It is submitted that the petitioner has come to know that the defendant is in deep financial crisis and that he is attempting to sell off his immovable property and abscond from his native place to evade payment of his debts. Hence the petitioner filed this petition seeking an Ad-interim conditional Order of attachment of immovable property described in the attachment schedule until the Respondent furnishes adequate security for the plaint amount.
3. This Court had vide its Order dated 08/08/2024 allowed the ad-interim attachment of the scheduled property and issued Show cause notice to the Respondent.
4. The respondent entered appearance and filed counter affidavit. In his Counter affidavit the respondent submits as follows:-
  1. The respondent had not placed any order with the petitioner for supply of roof panel top sheets on 25/07/2023 as claimed by the petitioner. All roofing work of the respondents was carried out by an agency on contract basis. On enquiry it is understood that the petitioners had supplied goods to the agency/ contractor. However, the goods not being of the specification and hence were taken back by the petitioner himself. The respondent has neither ordered nor received the goods in question from the petitioner.
  2. The petitioner had at various times, supplied goods worth more than Rs. 13,00,000/- and all such bills were cleared by the respondents.
  3. The petitioner had filed a complaint before the SHO, Kaduthuruthy

Police Station alleging the same facts in this suit. The respondent had personally appeared before the police, explained the true facts to the petitioner. It is thereafter that the petitioner contacted the contractor.

4. The valuation of the property in the attachment schedule is not correct. The petitioner has purposely omitted to include the value of the multi-storeyed building situated in the property. The petitioner has attached property of the respondent worth Rs. 25 crores for the suit amount of Rs. 37,484/-.
5. This suit has been filed with the intention of defaming the respondent and his business.
5. Heard both sides. Perused records.
6. The amount claimed by the plaintiff in the plaint is Rs. 37,452/-. The respondent has furnished a Fixed Deposit Receipt (SL No. CFD/23 – 3510696) from Catholic Syrian Bank, Ettumanoor Branch, which upon maturity on October 8, 2025, will amount to ₹40,805/-. Additionally, a bond has been executed through Advocate Roy George—who holds vakalath on behalf of the respondent/ defendant. This bond stipulates that, should the judgment go against the respondent/ defendant, the decree amount shall be recoverable as a first charge on the said FDR. In light of these facts, this Court is satisfied that the Fixed Deposit Receipt produced and the attendant bond executed together constitute sufficient security for withdrawing the order of attachment passed under Order 38 Rule 5 of C.P.C.
7. Accordingly, the office is directed to issue intimation to Catholic Syrian Bank, Ettumanoor Branch regarding the lien placed on Fixed Deposit Receipt SL No. CFD/23 – 3510696. The attachment order passed in

I.A.No. 1/2024, shall be lifted as and when the Bank's written confirmation is received that it has received the Court's notice and acknowledged the lien on the said FDR.

Pronounced by me in open court on this the 23<sup>rd</sup> day of July 2025,

Sd/-  
Sumey Chandran  
Civil Judge (Junior Division)

**Appendix:- NIL**

Id/-  
Civil Judge (Junior Division)  
(By Order)

// True Copy //

Junior Superintendent.

Typed by : Kmb  
Compd.by : jav

Copy of Order in  
I.A. No. 3/2025 in  
O.S. No. 201/2024  
Dated : 23.07.2025