

IN THE COURT OF MUNSIFF, KOTHAMANGALAM

Present: Sri Ganesh Kumar M S, Civil Judge (Junior Division)

Saturday, the 27th day of September, 2025/5th Aswina 1947

EA No. 12/2025 in EP No.17/2021

Petitioners/
Judgment Debtors:- 1 Divakaran, S/o. Raman, Cherianonickal
House, Neriamangalam PO, Neriamangalam.
2 Sarasamma @ Omana W/o. Divakaran,
Cherianonickal house , Neriamangalam PO,
Neriamangalam.

By Adv. Sri. V M Bijukumar.

Decree
Holder/Respondent: Jyothi, W/o. Deebu, Cherianonickal
House, Colony Kara, Neriamangalam PO,
Neriamangalam Village.

Jyothi (Party in person)

This petition is coming on for final hearing on 27.08.2025 in the presence of counsel for petitioner and on 27.09.2025 the court passed the following :-

ORDER

1. The petition is filed by the petitioners/judgment debtors seeking to call for the details such as loan outstanding in the name of

judgment debtors with the Kavalangadu Service Cooperative Bank from the said bank under section 151 of CPC,1908.

2. **The averments contained in the affidavit filed along with the petition, in brief, are as follows:-**The petitioners are the judgment debtors in the above case. The EP is filed by the respondent to execute the award passed by Lok adalat in MC No.07/2019 of JFCM-II, Kothamangalam. As per the terms of the award, the decree holder is liable to pay the outstanding loan amount standing in the name of the judgment debtors with Kavalangadu Service Cooperative Bank and Oonnukal Service Cooperative Bank respectively. The decree holder has closed the loan of the judgment debtors with Oonnukal Service Cooperative Bank. But, the loan outstanding with Kavalangad Service Cooperative Bank is also liable to be paid by the decree holder as per the award. Hence, it is necessary to call for the details such as loan outstanding in the name of judgment debtors with the Kavalangadu Service Cooperative Bank from the said bank. Thus, the petition.

3. **To the contrary, the decree holder/respondent filed**

objection inter alia contending as follows:- All the averments contained in the affidavit along with the petition are false and concocted. The decree holder has honoured the condition No.2 in the award. As per the award, the first judgment debtor-Divakaran agreed to transfer his property having an extent of 36.42 ares in the name of the husband of the decree holder-Deepu and the aforesaid Deepu agreed to pay the mortgage amount to the bank to make free from encumbrance. The said condition was honoured. The decree holder are not duty bound to pay any amount to Kavalangad Service Cooperative Bank for the loan availed by the judgment debtors. Thus, there is no need to call for the documents sought for. Hence, the petition is liable to be dismissed.

4. From the above, the following questions came up for consideration.

- I. Whether the petition is liable to be allowed or not?
 - II. Reliefs and costs?
5. Heard and perused the records.
6. **Point Nos.1 and 2:-** For the sake of brevity and

convenience, these points are considered together. The learned counsel for the petitioners/judgment debtors argued that for the effective disposal of the execution petition, it is necessary to call for the details mentioned in the petition for the reasons mentioned in the petition, from the Kavalangad Service Cooperative Bank.

7. Per contra, the respondent-decree holder who appeared in person argued that there is no need to call for the details sought for from Kavalanagad Service Cooperative Bank, since the details sought for is not necessary for the effective disposal of the execution application. Hence, she urged to dismiss the petition.

8. Admittedly, the award sought to be executed was passed by Lok adalat on 14.02.2019 based on compromise entered into between the parties to MC.No.07/2019 filed before the JFCM-II, Kothamamngalam. The petitioner herein seeks to call for details such as loan outstanding in the name of judgment debtors with the Kavalalangadu Service Cooperative Bank from the said bank. Now, let me conduct a probe as to whether the said details sought for is necessary for the proper adjudication of this execution petition.

9. As per clause No.1 in the compromise agreement annexed along with the award, it is clear that the second judgment debtor agreed to transfer her property in the name of the husband of the decree holder. Similarly, as per clause 2 of the agreement, the first judgment debtor agreed to transfer his property comprised in survey No.161/1-115 in Nerimangalam Village, having an extent of 36.42 ares to the husband of the petitioner on condition that the husband of the petitioner shall close the mortgage amount in connection with the mortgage with respect to the said property. Admittedly, the said property was mortgaged by the first judgment debtor with Oonnukal Service Cooperative Bank. The decree holder herein has paid off the mortgage debt with respect to the property mentioned in clause 2. Thus, vide order in EA No.5/2024, the Oonnukal Service Cooperative Bank has produced the original deed of the said property before the court.

10. It is pertinent to note that nowhere in the award there is any whisper to the effect that the decree holder or her husband is duty bound to close the loan availed by the judgment debtors by mortgaging

the property mentioned in clause 1 with Kavalangadu Service Cooperative Bank. Hence, calling for details from the said bank as to the loan outstanding in the name of the said judgment debtors with the said bank as sought for by the petitioner/judgment debtor is unwarranted. Hence, I am of the view that the petition is liable to be dismissed.

In the result

The petition is dismissed. No order as to costs.

(Dictated to the Confidential Asst., typed by her, corrected and pronounced by me open court on this the 27th day of September, 2025)

Sd/-

Ganesh Kumar M S
Civil Judge
(Junior Division)

APPENDIX: NIL

//True copy//

Id/-
Civil Judge
(Junior Division)

Civil Judge
(Junior Division)