

IN THE COURT OF MUNSIFF, KOTHAMANGALAM

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

Friday, the 19th day of December, 2025/28th Karthika 1947.

EA No. 130/2025 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 21.11.2025 in the presence of counsels for both sides and on 19.12.2025 the court passed the following :-

ORDER

The petition is filed by the judgment debtors seeking to direct the decree holder to deposit the amount shown in the statement of accounts furnished by them before the court under section 151 of

CPC,1908.

2. **The averments contained in the affidavit filed along with the petition, in brief, are as follows:-** The petitioner is the first judgment debtor in the above case. MC No.07/2019 filed by the decree holder herein before JFCM-II, Kothamangalam was settled in Adalat. As per the terms of the award, the first judgment debtor agreed to transfer his property having an extend of 36.42 ares and the second judgment debtor agreed to transfer her property having extend of 64.74 ares in favour of the husband of the decree holder on condition that her husband shall clear of the vehicle loan availed from State Bank of India and further bank liability of Rs.14,50,000/- with interest from September 2019. The total outstanding amount, the decree holder's husband is duty bound to clear of is Rs.14,50,000/-. The said fact was noted by this court vide order in EA No.1/22. The decree holder and her husband cleared of the car loan and also cleared of the loan pending with Oonnukal Service Cooperative Bank. The decree holder and her husband are liable to pay Rs.14,50,000/- as per the terms of the award. The judgment debtors cleared of their loan availed from Kavalangadu Service Cooperative Bank. They have produced the bank

statement evidencing the same. As per the terms of the award, it was the duty of the decree holder to clear of the said liability. Hence, it is necessary to direct her to deposit the amount mentioned in the Bank statements produced on 21.10.25.

3. **Per contra the respondent/decreed holder filed objection inter alia contending as follows:-** The petition is not maintainable either under law or on facts. All the averments contained in the affidavit are false and concocted. As per the terms of the compromise, the second judgment debtor agreed to transfer her property to the husband of the decree holder. Similarly, the first judgment debtor agreed to transfer his property to her husband on clearing the mortgaged debt with respect to the property. Her husband has cleared of the mortgaged debt by paying due amount to Oonnukal Service Cooperative Bank. Decree holder or her husband is not liable to clear of the mortgage debt for which the first judgment debtor has deposited his title deed with Kavalangadu Service Cooperative Bank. Hence, the petition is liable to be dismissed.

4. From the above, the following points 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.I and II:-** For the sake of brevity and convenience, these points are considered together. The petitioners herein are the judgment debtor in this EP and the respondent herein is the decree holder in this EP. The petitioners are the father in law and mother in law of the decree holder/respondent. She filed MC No.07/2019 before the JFCM-II, Kothamangalam against the petitioners herein under section 12 of PWDV Act, 2005. The said MC was settled in Adalat held on 14.12.2019.
 7. 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, Kothamangalam. The petitioner herein seeks to direct the decree holder to deposit the amount paid by him to the Kavalangadu Service Co-operative Bank so as to close the loan availed by him by depositing his title deed with the said bank. Now, let me conduct a probe as to whether the decree holder is duty bound to deposit the said amount as

sought for.

8. 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 extend of 36.42 ares to the husband of the decree holder on condition that the husband of the decree holder 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 of 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.

9. 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 Co-operative Bank. Hence, directing her to pay the amount paid by the judgment debtors to the Kavalangadu Service Cooperative Bank so as to close the loan availed by them 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 19th day of December, 2025)

Sd/-
Ganesh Kumar M S
Civil Judge
(Junior Division)

APPENDIX: NIL

//True copy//

Id/-
Civil Judge
(Junior Division)

Civil Judge
(Junior Division)