

**IN THE COURT OF THE MUNSIF, IDUKKI**

**Present: Smt. Alphonsa Tresa Thomas, Munsiff**

Wednesday, the 10<sup>th</sup> day of September, 2025/19<sup>th</sup> day of Bhadra, 1947

**IA 01/2025 and IA 04/2025 in**  
**ORIGINAL SUIT No.32/2025**

**IA 01/2025**

**PLAINTIFF/PETITIONER :-**

Jose Varkey, aged 64 years, S/o. Varkey, Kavanukattil House,  
Thankamany P.O., Thankamani Village, Idukki Taluk, Idukki District,  
685515.

**Adv. M/s. Anoop Krishna, Ajesh. K. Antony  
and Farhana Kabeer.**

**RESPONDENTS/ DEFENDANTS:-**

1. Joy aged 56 years, S/o. Mathew, Pulickakunnel House, Upputhode Kara, Upputhode Village, Idukki Taluk.
2. Philomina @ Sally aged 65 years, W/o. Late Joseph, Pulickakunnel House, Upputhode Kara, Upputhode Village, Idukki Taluk.
3. Rahul aged 36 years, S/o. Late Joseph, Pulickakunnel House, Upputhode Kara, Upputhode Village, Idukki Taluk.
4. Noble aged 28 years, S/o. Late Joseph, Pulickakunnel House, Upputhode Kara, Upputhode Village, Idukki Taluk.

**Adv. S. Praveen for D1**

**No vakkalath for D2 to D4 (Exparte)**

**IA No. 04/2025****PETITIONER/1<sup>st</sup> DEFENDANT :-**

Joy S/o. Mathai, 58 years, S/o. Late Matew, Pulickakunnel House,  
Upputhode P.O., Upputhode Village, Idukki Taluk, Idukki District.

**Adv. S. Praveen**

**RESPONDENTS/PLAINTIFFS & DEFENDANTS 2 to 4 :-**

1. Jose Varkey S/o. Varkey, aged 64 years, Kauvanakattil House,  
Thankamany P.O., Thankamani Village, Idukki Taluk.
2. Philomina @ Sally, aged 65 years, W/o. Late Joseph, Pulikkakunnel  
House, Upputhodu Kara, Upputhodu Village, Idukki Taluk.
3. Rahul S/o. Late Joseph, aged 36 years, Pulikkakunnel House, Upputhodu  
Kara, Upputhodu Village, Idukki Taluk.
4. Noble S/o. Late Joseph, aged 28 years, Pulikkakunnel House, Upputhodu  
Kara, Upputhodu Village, Idukki Taluk.

**Adv. M/s. Anoop Krishna, Ajesh K. Antony  
and Farhana Kabeer**

This petition's is filed under Order 39 Rule 1 of the Code of Civil Procedure, 1908 (IA 01/2025) and this petition is filed under Order 39 Rule 1 & 2 read with Section 151 of the Code of Civil Procedure, 1908 (IA 04/2025) and coming before me for hearing on 25/08/2025 in the

presence of the above counsel for both sides and having been stood over for consideration till 10/09/2025 and the court on the same day passed the following:-

### **COMMON ORDER**

1. IA No.01/2025 is an application under Order XXXIX Rule 1 of CPC filed by the plaintiff. IA No.04/2025 is also an application under Order XXXIX Rule 1 of CPC filed by the 1<sup>st</sup> defendant against the plaintiff and the remaining defendants. For the sake of the convenience and to avoid confusion the parties shall hereinafter be referred to as the plaintiff and the defendants in accordance with their respective ranks in the plaint.

### **Summary of the averments in IA No.01/2025:-**

2. The petitioner who is the plaintiff entered into a lease agreement with the 1<sup>st</sup> defendant on 25/06/2023 for a period of 10 years. The annual rent was fixed at Rs.1,44,000/-. Consequently, the plaintiff understood that the 1<sup>st</sup> defendant did not have title over the plaint schedule property. Even though the plaintiff tendered the annual rent to the 1<sup>st</sup> defendant in the month of July 2014 he refused to accept the same. Furthermore the 1<sup>st</sup> defendant demanded certain outstanding sums advanced to the plaintiff to be paid along with the annual rent. No such amount is due from the plaintiff to the 1<sup>st</sup> defendant. The refusal of the 1<sup>st</sup> defendant to accept the annual rent is not lawful. Also, the 1<sup>st</sup> defendant is attempting to evict the plaintiff from the plaint schedule property. To that end he has destroyed 25 cardamom plants, 16 banana trees, and also cut and sold 300 banana

bunches. The plaintiff has invested Rs.33,31,944/- till 26/03/2025 for the development of the plaint schedule property. The 1<sup>st</sup> defendant is also willing to pay the annual rent to any of the defendants till 2033. Hence this petition for a temporary injunction restraining the 1<sup>st</sup> defendant from evicting the plaintiff from the plaint schedule property except in accordance with due process of law and from interfering with its peaceful possession and enjoyment by the plaintiff and also from disconnecting the electricity connection or causing disruption in the electricity connection to the plaint schedule property.

**Contentions in the objection filed by the 1<sup>st</sup> defendant briefly:-**

3. The petition is not maintainable under law or upon facts. The plaintiff has caused suppression of material facts while filing this application. It is denied that the plaintiff is in possession and enjoyment of the plaint schedule property. The plaintiff, in fact approached the 1<sup>st</sup> defendant with a proposal of taking yield from the plaint schedule property for 10 years and to that end an agreement was entered into on 25/06/2023. The 1<sup>st</sup> defendant thereby granted permission to the plaintiff to take yield from the plaint schedule property for an annual fee of Rs.1,44,000/-. The annual fee for the year 2023 was paid on 25/06/2023. However, the annual fee for the year 2024 due on 24/06/2024 has so far not been paid. That apart the 1<sup>st</sup> defendant had loaned Rs.36,29,336/- to the plaintiff. It had to be repaid within six months. So far that loan amount has also not been repaid. The 1<sup>st</sup> defendant resides with his family in the residential building in the plaint schedule property and its possession was never parted with to the plaintiff. *Per contra* the plaintiff unlawfully took yield from the plaint schedule

property for six months without paying the annual fee. Consequently the 1<sup>st</sup> defendant issued a legal notice to the plaintiff demanding the annual fee due. It was also informed that the arrangement is terminated on the expiry of seven days of the receipt of the legal notice. The plaintiff received the notice on 15/03/2025. He has neither paid the amount due nor has replied to the notice. Hence the arrangement has terminated on 22/03/2025. These facts are suppressed by the plaintiff. The 1<sup>st</sup> defendant has never resorted to any attempts at evicting the plaintiff from the plaint schedule property. The plaintiff cannot claim any possession on the basis of an unregistered document styled as agricultural lease for 10 years. An agricultural lease is barred in view of the provisions of section 74 of the Kerala Land Reforms Act. Also, the document in question is insufficiently stamped. The plaintiff has no subsisting rights over the plaint schedule property. He had trespassed into the plaint schedule property on 31/03/2025 and threatened the 1<sup>st</sup> defendant's wife with a chopper for which a complaint petition has been preferred by her at the Murickassery Police Station. The plaintiff is not entitled to any of the reliefs. Hence the petition is to be dismissed with costs.

**Summary of the averments in IA No.04/2025:-**

4. The plaint schedule property is in the absolute possession and enjoyment of the petitioner who is the 1<sup>st</sup> defendant. The plaintiff, in fact approached the 1<sup>st</sup> defendant with a proposal of taking yield from the plaint schedule property for 10 years and to that end an agreement was entered into on 25/06/2023. The 1<sup>st</sup> defendant thereby granted permission to the plaintiff to take yield from the plaint schedule property for an annual fee of

Rs.1,44,000/-. The annual fee for the year 2023 was paid on 25/06/2023. However, the annual fee for the year 2024 due on 24/06/2024 has so far not been paid. That apart the 1<sup>st</sup> defendant had loaned Rs.36,29,336/- to the plaintiff. It had to be repaid within six months. So far that loan amount has also not been repaid. The 1<sup>st</sup> defendant resides with his family in the residential building in the plaint schedule property and its possession was never parted with to the plaintiff. *Per contra* the plaintiff unlawfully took yield from the plaint schedule property for six months without paying the annual fee. Consequently the 1<sup>st</sup> defendant issued a legal notice to the plaintiff demanding the annual fee due. It was also informed that the arrangement is terminated on the expiry of seven days of the receipt of the legal notice. The plaintiff received the notice on 15/03/2025. He has neither paid the amount due nor has replied to the notice. Hence the arrangement has terminated on 22/03/2025. These facts are suppressed by the plaintiff. The 1<sup>st</sup> defendant has never resorted to any attempts at evicting the plaintiff from the plaint schedule property. The plaintiff cannot claim any possession on the basis of an unregistered document styled as agricultural lease for 10 years. An agricultural lease is barred in view of the provisions of section 74 of the Kerala Land Reforms Act. Also, the document in question insufficiently stamped. The plaintiff has no subsisting rights over the plaint schedule property. He had trespassed into the plaint schedule property on 31/03/2025 and threatened the 1<sup>st</sup> defendant's wife with a chopper for which a complaint petition has been preferred by her at the Murickassery Police Station. Hence this petition.

**Contentions in the objection filed by the 1<sup>st</sup> plaintiff:-**

5. The petition is not maintainable under law or upon facts. Admittedly the plaintiff is in possession and enjoyment of the plaint schedule property. Hence this application for a temporary injunction restraining the plaintiff from trespassing into the plaint schedule property is not maintainable. The reliefs under Rules 1 and 2 of Order XXXIX are available only to a plaintiff seeking protection of possession or rights which are under imminent threat. Those reliefs cannot be invoked at the instance of the defendant. The only attempt of the 1<sup>st</sup> defendant is to evict the plaintiff from the plaint schedule property under the cover of a temporary injunction order. The plaintiff denies the averment that the agreement dated 25/06/2023 is only a licence. It is clearly an agreement for lease and not a licence. The plaintiff also denies the averment that he loaned Rs.36,29,336/- from the 1<sup>st</sup> defendant. The plaintiff has no amount due to the 1<sup>st</sup> defendant. Apart from the annual rent for the year 2024, which even though offered was refused by the 1<sup>st</sup> defendant, there is no suppressing of any material facts and the legal notice issued by the 1<sup>st</sup> defendant has been produced along with the plaint. The further averment that the plaintiff is only granted a limited right to take yield from the plaint schedule property is also disputed. The plaintiff was granted the absolute right for the cultivation of paddy, and pepper development of the land to raise yield and to derive income therefrom. Furthermore, the plaintiff has invested Rs.33,31,944/- till 26/03/2025 for the development of the plaint schedule property. Also, the plaintiff has planted 2,300 cardamom plants, 600 pepper plants, and 1,600 banana trees for the development of the plaint schedule property. A shed

has also been constructed by the plaintiff to accommodate his labourers. Hence the application filed as IA No.01/2025 for temporary injunction against forceful eviction by the 1<sup>st</sup> defendant. The averment that agricultural lease cannot be created upon the plaint schedule property in view of section 74 of the Kerala Land Reforms Act is also denied by the plaintiff. The plaintiff never trespassed into the plaint schedule property and threatened the 1<sup>st</sup> defendant's wife. No FIR against the plaintiff has been registered by the SHO, Murickassery. Hence this application is to be dismissed and the *exparte* ad-interim injunction order dated 29/03/2025 in IA No.01/2025 is to be made absolute.

6. Heard both sides. Perused the records.

7. The following points arise for consideration in IA No.01/2025:-

1. Whether the plaintiff has a prima facie case?
2. Whether the balance of convenience is in favour of the plaintiff?
3. Whether any irreparable injury or loss be caused to the plaintiff, if an order of temporary injunction is not granted?
4. Whether the plaintiff is entitled to get an order of temporary injunction as prayed for?
5. What is the order as to costs?

8. The following points arise for consideration in IA No.04/2025:-

1. Whether the first defendant has a prima facie case?
2. Whether the balance of convenience is in favour of the first defendant?

3. Whether any irreparable injury or loss be caused to the first defendant, if an order of temporary injunction is not granted?
4. Whether the first defendant is entitled to get an order of temporary injunction as prayed for?
5. What is the order as to costs?

9. For the sake of reference, the lease deed dated 25/06/2023 is marked as Ext A1. Ext C1 series is the commission report and sketch prepared as per order in IA No.02/2025.

10. Initially both the interlocutory applications were taken for orders to 31/05/2025. However it was noticed that steps against the common respondents 2 to 4 in both the interlocutory applications were not taken. Hence hearing was reopened and it was directed to take steps within seven days and the case was posted to 06/06/2025. On that day steps were not taken in both the interlocutory applications. Thereafter on 13/06/2025 which was the next posting date the 1<sup>st</sup> defendant filed memo in IA No.04/2025 that no reliefs are claimed against the respondents 2 to 4. The plaintiff did not take steps in IA No.01/2025 even on 13/06/2025. Hence it was directed to take steps within three days and the case was posted for return of notice to 27/06/2025. On 27/06/2025 it was informed by the bench section that steps were taken only on 23/06/2025 and that too without any delay condonation petition. Subsequently the steps were completed on 18/07/2025 only and the respondents 2 to 4 were declared *exparte* in IA No.01/2025. Both the IA's were posted for hearing to 08/08/2025 and was taken for orders to 25/08/2025. Since the petitioner in

IA No.01/2025 did not advance arguments on 08/08/2025 the case was advanced as per order in IA No.09/2025. The petitioner in IA No.01/2025 was heard and the case was posted for orders to 27/08/2025. On that day order was not ready and the case was posted today.

**Point nos. 1 to 4 in IA nos. 1/2025 and 4/2025:-**

11. Since common discussion of facts and legal principles are involved these points can be considered together for the sake of brevity. The suit by the plaintiff is for a decree of perpetual injunction restraining the 1<sup>st</sup> defendant and his agents from forcefully evicting the former from the plaint schedule property except under due process of law. The plaintiff claims possession upon the plaint schedule property on the basis of a lease deed dated 25/06/2023 which is Ext A1. The execution of Ext A1 is admitted by the 1<sup>st</sup> defendant. The 1<sup>st</sup> defendant however refutes the form and substance of Ext A1 and asserts that by virtue of Ext A1 he has only given permission to the plaintiff to take yield from the plaint schedule property and that there is parting with the possession of the plaint schedule property to the 1<sup>st</sup> defendant. In other words, according to the 1<sup>st</sup> defendant the arrangement between himself and the Plaintiff partakes the character of a licence.

12. To the contention of the 1<sup>st</sup> defendant that the arrangement is only a licence and not a lease, the learned counsel for the plaintiff strenuously argued that the clear terms of agreement would show that it is a lease and not a licence and that the plaint schedule property is in the possession of the plaintiff. In reply, the learned counsel for the 1<sup>st</sup> defendant submitted

that the continued residence of the 1<sup>st</sup> defendant with his family in the plaint schedule property even after the execution of Ext A1 is a strong indication that the possession of the plaint schedule property has not been parted with to the plaintiff and that the arrangement is only a licence.

13. At this juncture it is apposite to refer to the decision of the Hon'ble Supreme Court of India in **Yellapu Uma Maheswari and Another v. Buddha Jagadheeswararao and Others** reported in **2015 KHC 4683** wherein it was held that *'the nomenclature given to the document is not decisive factor but the nature and substance of the transaction has to be determined with reference to the terms of the documents and that the admissibility of a document is entirely dependent upon the recitals contained in that document but not on the basis of the pleadings set up by the party who seeks to introduce the document in question.'*

14. The Hon'ble Supreme Court of India in **Associated Hotels of India Ltd. v. R.N. Kapoor** reported in **AIR 1959 SC 1262** succinctly explained the distinctive characters of lease and licence in the following words which is extracted herein below:-

*1) To ascertain whether a document creates a licence or lease, the substance of the document must be preferred to the form; (2) the real test is the intention of the parties - whether they intended to create a lease or a licence; (3) if the document creates an interest in the property, it is a lease; but, if it only permits another to make use of the property, of*

*which the legal possession continues with the owner, it is a licence; and (4) if under the document a party gets exclusive possession of the property, 'prima facie', he is considered to be a tenant; but circumstances may be established which negative the intention to create a lease.*

15. Therefore, from the above decisions it is quite clear that the substance of the document has to be looked into to ascertain the real intention of the parties. Ext A1 bears the label lease agreement (പാട്ടം ഉടമസ്ഥ). As already stated above the label given to a document is inconclusive for the purpose of ascertaining the real character and nature of the document. The plaintiff's case is that he was given exclusive possession of the plaint schedule property for the purpose of cultivation of cardamom, and pepper based upon Ext A1. According to the plaintiff Ext A1 also provides for exclusive rights to the plaintiff to develop the property to take yield therefrom uncontrolled by its owner.

16. A bare perusal of the document would clearly show that the plaintiff has been given the possession upon the plaint schedule property for the purpose of cultivating it with cardamom and pepper, as well as for developing it and also for taking yield therefrom. To sum up, the document clearly advances the case of the plaintiff. The right given to the plaintiff to develop the plaint schedule property and to take any yield deriving therefrom *ex facie* appears to be very wide in its scope and ambit thus indicating that it is not a mere permission to the plaintiff to make use of the

property but on the other hand is the handing over of the exclusive possession of the plaint schedule property to the plaintiff.

17. The tenure of the document is undisputedly ten years. The rent fixed is Rs.1,44,000/-. The 1<sup>st</sup> defendant claims that he is still in possession of the plaint schedule property and is residing thereat. However Ext A1 does not mention anything about a residential building in the plaint schedule property. The plain and unambiguous recitals in Ext A1 do not indicate anything to show that the 1<sup>st</sup> defendant has any control or supervision in the manner of exercise of user of the plaint schedule property by the plaintiff. It can only be construed that by virtue of Ext A1 an interest is created upon the plaint schedule property giving the plaintiff exclusive rights of possession and enjoyment of the same by cultivating it for a period of ten years since 25/06/2023.

18. Now the learned counsel for the 1<sup>st</sup> defendant argued that lease of immovable property for agricultural purposes is invalid in view of section 74 of the Kerala Land Reforms Act, 1963 (in short 'KLR Act'). Section 74 is extracted hereunder for reference:-

*(1) After the commencement of this Act, no tenancy shall be created in respect of any land.*

*(2) Any tenancy created in contravention of the provisions of sub-section (1) shall be invalid.*

Section 74 of the KLR Act came into force on 01/04/1964. Section 74 provides that after 01/04/1964 no tenancy shall be created in respect of any

land and any tenancy so created in contravention of the provisions of sub section (1) shall be invalid. The 1<sup>st</sup> defendant's contention is that in view of the clear bar u/s.74 the plaintiff has no subsisting right upon the plaint schedule property. However, it is to be noted that section 106 of the Transfer of Property Act, 1882 provides for a lease of immovable property for agricultural purposes. This court had already found that Ext A1 is a lease and not a licence. Consequently, it is not in dispute that the plaintiff is in possession of the plaint schedule property. The 1<sup>st</sup> defendant has admitted that rent for the year 2023 had already been received by him on the date of execution of Ext A1. It again clearly indicates that the 1<sup>st</sup> defendant also accepted Ext A1 to be an agreement for lease.

19. This view is again fortified by Ext C1 series report and sketch prepared by advocate commissioner. The 1<sup>st</sup> defendant has not filed any objection to the said report. In Ext C1 series, the advocate commissioner has noted that the plaint schedule property is extensively cultivated with cardamom, and pepper. It is reported that there are 2000 cardamom plants having growth of one and a half years, and 250 pepper vines having approximate growth of two years in the plaint schedule property. That apart 100 plantains having a growth of six months are also reported to be growing in the plaint schedule property. The 1<sup>st</sup> defendant has no case that he has done any of the aforesaid cultivations. Therefore, Ext C1 clearly supports the plaintiff's case that he has cultivated plaint schedule property since 25/06/2023. These are clear acts of possession of the plaint schedule property by the plaintiff. Hence it can be concluded that plaintiff has made out a prima

facie case that he is in possession of the plaint schedule property pursuant to Ext A1.

20. The learned counsel for the 1<sup>st</sup> defendant contended that the plaintiff has suppressed the fact that the 1<sup>st</sup> defendant has issued a registered notice dated 12/03/2025 intimating the plaintiff that the permission granted to take yield from the plaint schedule property stands terminated on the expiry of seven days of the receipt of the notice. The notice was received by the plaintiff on 15/03/2025 and since the plaintiff has failed to pay the amount due, the arrangement stands terminated as on 22/03/2025. The suit is filed on 26/03/2025 suppressing the aforesaid facts. *Per contra* the counsel for the plaintiff argued that the factum of notice has not been suppressed and that a true copy of the legal notice dated 12/03/2025 has been produced along with the plaint.

21. It is true that the factum of the legal notice is not pleaded in the plaint. It is also equally true that a copy of the legal notice has been produced along with the plaint. However, the question of termination of lease does not arise at this stage. This is so because on 11/04/2025 when these interlocutory applications were heard this court had directed the 1<sup>st</sup> defendant to deposit in the account of the 1<sup>st</sup> defendant the due amount of Rs.1,44,000/-. Consequently the plaintiff has deposited the said amount in the account of the 1<sup>st</sup> defendant and a pay-in-slip to that effect dated 16/04/2025 has been produced which shows that Rs.1,44,000/- has been deposited on 16/04/2025. Also as per memo dated 21/08/2025 a pay-in-slip dated 25/06/2025 has been produced which shows another payment of

Rs.1,40,000/- to the account of the 1<sup>st</sup> defendant. The 1<sup>st</sup> defendant has accepted the rents and hence the legal notice dated 12/03/2025 has become insignificant by virtue of section 116 of the Transfer of Property Act, 1882 (in short TP Act).

22. Another contention raised by the learned counsel for the 1<sup>st</sup> defendant is that Ext A1 is unregistered and also insufficiently stamped and it is to be impounded. He further contended that stamp duty is to be levied as per Article 23 of the Indian Stamp Act, 1899. Article 23 deals with conveyance and not specifically lease. Article 33 in the Schedule to the Kerala Stamp Act, 1959 pertains to lease. As per Article 33 clause (a) sub clause (iii), in a lease where the rent is fixed and the lease purports to be for a term exceeding five years but not exceeding ten years the stamp duty to be paid is the same duty as a conveyance (mentioned either Articles 21 or 22 as the case may be) for a consideration equal to the amount or value of the average annual rent reserved.

23. The liability for stamp duty arises as and when the execution of a document is completed whether registered or not (See Manohar Kammath v. Ram Mohan Kammath, 1991 KHC 492). That apart as per section 107 of the TP Act Ext A1 is compulsorily registrable also.

24. The Hon'ble High Court of Kerala in **Ramachandran K.P. v. District Registrar (General) and Others** reported in **2019 (3) KHC 136** has held that when an insufficiently stamped instrument comes to the notice of the Court/ empowered person, it is incumbent upon the Court/empowered person under S.33 of the Act to impound such instrument, irrespective of

the purpose for which it was produced before the Court or the party who produced it before them.

25. Therefore Ext A1 is liable to be impounded. Nevertheless, this court is bound to find that the plaintiff is in possession of the plaint schedule property by virtue of Ext A1. Accordingly, the contention of the 1<sup>st</sup> defendant the plaintiff trespassed into the plaint schedule property cannot be sustained. Hence the 1<sup>st</sup> defendant's prayer for a temporary injunction against trespass is untenable. Ext C1 series clearly indicates that the plaintiff has been cultivating the plaint schedule property and it also prima facie indicates that the major cultivations commenced subsequent to the execution of Ext A1. The plaintiff's case that his residence in the plaint schedule property shows that he is in possession of the plaint schedule property is liable to be rejected. The 1<sup>st</sup> defendant failed to establish a prima facie case. The balance of inconvenience is also in favour of the plaintiff. If IA No.01/2025 is not allowed it would cause irreparable loss and injury to plaintiff. Therefore, these points are answered accordingly in favour of the plaintiff and against the 1<sup>st</sup> defendant and the *exparte* ad-interim injunction order dated 29/03/2025 in IA No. 01/25 is made absolute.

**In the result,**

1. IA No.01/2025 is allowed.
2. IA No.04/2025 is dismissed.

**IA No.01/2025 is allowed as follows:-**

1. The defendants and their agents are restrained from forcefully evicting the plaintiff from the plaint schedule property except under due process of law and from interfering in any manner with the peaceful possession and enjoyment of the plaint schedule property by the plaintiff, and also from disconnecting the electricity connection to the plaint schedule property till the disposal of the suit.
2. Lease deed dated 25/06/2023 is ordered to be impounded.

*Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 10<sup>th</sup> day of September, 2025*

**ALPHONSA TRESA THOMAS,  
MUNSIF, IDUKKI.**

**APPENDIX****Petitioner Exhibit**

A1 - 25.06.2023 : Original lease deed.

**Respondent Exhibit - Nil**

**Court Exhibit**

C1 - 08.04.2025 : Commission report filed by Adv.Sham.S,  
Advocate commissioner.

**Petitioner Witness - Nil**

**Respondent Witness – Nil**

**Court Witness - Nil**

**MUNSIFF, IDUKKI.**