

<b>IN THE COURT OF THE MUNSIFF, KATTAPPANA</b>		
<b>PRESENT: FELIX JOHN, MUNSIFF</b>		
Friday the 30 <sup>th</sup> day of January, 2026/10 <sup>th</sup> day of Magha, 1947		
<b>E.A.253/2025 IN E.P.174/2024</b>		
<b>Petitioners/ Judgment Debtors</b>	1	Manoj Jose, aged 43 years, S/o Jose, Vadakkal House, Vellayamkudy Kara, Kattappana Village, Idukki Taluk, Idukki District.
	2	Maneesh Jose, aged 39 years, S/o Jose, Vadakkal House, Vellayamkudy Kara, Kattappana Village, Idukki Taluk, Idukki District.
		<b>By Adv. Jiby Sebastian</b>
<b>Respondent/ Decree Holder</b>	:	George Joseph @ Varkey, aged 55 years, S/o Joseph, Chokkattu House, Vellayamkudy Kara, Kattappana Village, Idukki Taluk, Idukki District.
		<b>By Adv. K.G. Shajimon</b>

This Execution Petition is filed under Section 151 of the Civil Procedure Code and coming before me for hearing on 30-01-2026 in the presence of the above counsel and the Court on the same day passed the following :

### **ORDER**

This is a petition filed u/s 151 CPC.

2. **The averments in the petition in brief are as follows:-** Petitioner is the 1<sup>st</sup> judgment debtor. The above EP is filed for execution of decree in O.S 353/2018 by the defendant/decree holder. O.S. 358/2018 was a suit filed for permanent prohibitory injunction by the judgment debtors. In that case the defendant challenged the identity of the plaint schedule property and a survey was conducted on the basis of survey plan and revenue records. When the plaintiffs' purchased the plaint schedule property, there was clear boundary demarcation such as survey stones, jack fruit trees, stone kayyala, etc., on its southern side separating with the property of defendant. The plaintiffs and their

predecessors were holding the plaint schedule property in such a manner for the past many year, even before issuing patta for the same in favour of the original owner. In the year 1975, resurvey was conducted in the area where plaint schedule property is situating and during that time, there occurred some mistake in the resurvey plan. Thereafter resurvey was finalized in the year 1998, on the basis of the erroneous plan prepared in the year 1975. Since the measurement has shown in hectars, the prior owner could not realize the mistake occurred in the resurvey. Even though extent of the property is shown less in the resurvey plan, the actual property described in the patta was in the possession of the prior owner and on the basis of the erronious resurvey plan the petitioner purchased the property, but he was put in possession of the entire property.

3. All the further proceedings with respect to the plaint schedule property continued on the basis of so called plan without knowing the mistake therein. Hence the plaintiff's also agreed to fix the boundary on the basis of the resurvey plan. When the surveyor realized the property to fix the survey line, he tried to fix the same inside the plaint schedule property. On enquiry, the plaintiff could understand the mistake occurred in the resurvey plan and plaintiffs are having less property than the property mentioned in the patta. On the other hand, the defendant/decree holder is having excess land than his patta land. The above mistake is caused due to the oversight, negligence, carelessness of revenue authorities, which is to be corrected. For correcting the mistake in the revenue records and resurvey plan, I along with prior owner have filed an application before village officer Kattappana which will be favourably considered. Herewith producing the copy of complaint and its receipt.

4. Due to the above reasons, without knowing the real and actual facts, we caused to sign in the compromise petition which cannot be acted upon and

executed. If it happens so, the judgment debtors will be put to irreparable loss and injury which cannot be compensated in any manner. The decree holder is also well aware about the actual physical boundaries of each properties. As there is mistake and dispute regarding the survey plan, the compromise decree cannot be executed which prepared on the basis of the same.

5. The judgment debtor had filed a petition before the Village Office to rectify the mistake and correct the boundaries. The same is to be decided by the authorities. The judgment debtors are expecting favourable decision in the application filed by this judgment debtors and till the disposal of that, the proceedings in the above execution petition has to be kept in abeyance for the proper adjudication of the matter in issue. The accompanying application has been filed to keep the above case in abeyance till the disposal of the petition filed before the Village Office, Kattappana to rectify the mistake occurred in the resurvey plan and revenue records of the plaint schedule property. Hence it is humbly prayed that this court may allowed the petitioner filed herewith, if not we will be put to irreparable loss and injury.

6. **The plaintiff filed objection averring as follows:-** The above numbered petition is not maintainable either in law or on facts and circumstances of the case. The petition is a sheer abuse of the process of court. The petition is the outcome of the malafide intention of the judgment debtors to prevent the rule of law. It is submitted that the O.S No. 358/2018 was settled in mediation and the mediation report was formed part of the decree. In the mediation report both parties has agreed to accept the commission report and plan and the report and the plan is part of the decree. Thereafter the 1<sup>st</sup> judgment debtor along with a third party had filed a petition before the village officer raising and unsustainable grounds. It is respectfully submitted that the revenue authorities are not above

the court and the decree or order passed by civil that too by compromise. As per the decree it was agreed to fix the southern boundary in the field and install stones in the boundary and since, the judgment debtors has not done the same, this execution petition has been filed by the defendants to comply with the decree. However these judgment debtors are trying to drag the matters indefinitely and this petition is part of the said attempt of the petitioners. Therefore it is humbly prayed that this court may be pleased to dismiss the petition with cost and also allowing exemplary compensatory cost for filing this vexation petition.

7. Heard both sides.

8. This petition is to keep the execution petition in abeyance till the disposal of the petition filed by the judgment debtor before the Village Office, Kattappana, to rectify the mistake occurred in the resurvey plan and revenue records of the plaint schedule property. The petitioner has also produced a copy of petition dated 14.11.2025 filed before the Village Officer, Kattappana.

9. According to the petitioner, the resurvey conducted in the year 1975, in the area where plaint schedule property is situated, there occurred a mistake in the resurvey plan, which his prior owner could not realise. Though the extent of the property is shown less in the resurvey plan, the actual property described in the patta was in the possession of the prior owner and on the basis of the erroneous resurvey plan the petitioner purchased the property and was put in possession of the entire property. Without realising the above mistake, he agreed to fix the boundary on the basis of the resurvey plan. When the surveyor reached the property to fix the survey plan he tried to fix the same inside the plaint schedule property. The petitioner alleges that the defendant/decreed holder is

having excess land than his patta land. Hence for correcting the mistake in the revenue records and resurvey plan, the execution of the decree is to be kept in abeyance.

10. The respondent/decree holder filed objection and stated that the suit was settled in mediation and the mediation agreement is part of the decree and both the parties agreed to accept the commission report and plan and it is part of the decree. The revenue authorities are not above the court and the decree and order passed by a civil court is binding on the parties. The execution petition is filed by the defendants as the judgment debtor did not fix the southern boundary in the field. This petition is filed to drag the execution proceedings.

11. In the present case, the execution petition is filed by the defendant to execute the compromise decree passed on 18.02.2024. I have perused the decree passed. Both the parties consented that southern boundary line of the plaint schedule property is determined as per the survey plan in the commission report filed in the case. They also and agreed to fix it in the field before 30.12.2024. They also consented not to trespass beyond the fixed boundary line and also consented that commission report and plan will form part of the decree. The execution petition is filed to enforce the rights obtained by the judgment debtor under the compromise decree. The judgment debtor is under obligation to fix the southern boundary line of the plaint schedule property as per the decree. Once a court records a valid compromise and passes a decree in terms of it, the parties are debarred from denying the validity of the agreement or the terms settled in the decree. The judgment debtor now seeks to keep the execution petition in abeyance till the mistake in the resurvey plan is corrected by the revenue authorities. In this regard it is to be noted that the decision of a revenue authority is not binding on a civil court and it will not affect the compromise

decree passed by this court. The parties are bound by the terms of the compromise decree passed by this court. Hence, there is no merit in the petition and the same is liable to be dismissed.

**In the result,**

The petition is dismissed. There will be no order as to costs.

Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on this the 30<sup>th</sup> day of January, 2026.

**FELIX JOHN,  
MUNSIFF, KATTAPPANA**

**APPENDIX : NIL**

**MUNSIFF**

Typed by: Simi  
Compd. by: Lekha

**FAIR ORDER IN  
E.A.253/2025 IN E.P.174/2024  
DATED:30-01-2026**