

IN THE COURT OF THE MUNSIFF, KOYILANDY
Present:- Miss. Raveena Naz, Munsiff, Koyilandy
Wednesday, the 19th day of November, 2025

ORIGINAL SUIT No. 04/2018

Between:

A.K. Lakshmanan, S/o. Kunhikanaran, Military Pensioner, Aged 72 years, Residing at Uramkunnummal 'Aswathi' House, Viyyur Village, Kollam Desom, Koyilandy Taluk, Kozhikode District, Kerala State.

} Plaintiff

And:

- 1 Uramkunnummal Dakshayani, W/o.Dasan,Aged about 60 years, Pensioner, Viyyur Village, Kollam Desom, Koyilandy Taluk, Kozhikode District, Kerala State.
- 2 Chirakkal Dasan, Residing at Uramkunnummal, Father's name not known, Aged about 62 years, Coolie, Viyyur Village, Kollam Desom, Koyilandy Taluk, Kozhikode District, Kerala State.
- 3 Uramkunnummal Rineesh (**Died**), S/o. Dasan, Aged about 40 years, Govt. Employee, Viyyur Village, Kollam Desom, Koyilandy Taluk, Kozhikode District, Kerala State.

Supplemental

- 4 Uramkunnummal Ramya, W/o. Rineesh Kumar, Aged 38 years, Vakeel Clerk, Viyyur Village, Kollam Desom, Koyilandy Taluk.
- 5 Uramkunnummal Haridev, S/o. Rineesh Kumar, Aged 11 years, Viyyur Village, Kollam Desom, Koyilandy Taluk, Represented by Guardian, Mother, Uramkunnummal Ramya, W/o.Rineesh Kumar, Aged 38 years, Vakeel Clerk, Viyyur Village, Kollam Desom, Koyilandy Taluk.

Suppl. 4 and 5 impleaded and amended as per Order in IA 9/2024 and IA 10/2024 dated 14.10.2024

} Defendants

This suit coming on this the 15th day of November, 2025 for final hearing before me in the presence of Sri. K. B. Jayakumar and Sri. M.

Sumanlal, Advocates for Plaintiff and Sri. C. S. Jathish Babu, Advocate for Defendants and Defendant No. 3 died and counsel for Defendants submitted no instruction from his client and having stood over to this day for consideration and the Court delivered the following:

JUDGMENT

The suit is for fixation of boundary and recovery of possession.

2. The plaint averments, in brief, are as follows: Plaint A schedule property including other property belonged to Sri. Kunjikanaran. The Plaintiff obtained title over plaint A schedule property by sale deed Nos. 63/1986, 303/1989, 1675/1992, 1897/2004 of Sub Registrar's Office, Koyilandy from Sri. Kunjikanaran and his legal representatives. The portion of the property having extent of 6.5 cents belonging to Sri. Kunjikanaran was transferred and is now in the ownership of the 1st Defendant and scheduled in the plaint as plaint B schedule property. The 2nd Defendant herein is the husband of the 3rd Defendant and 3rd Defendant is the son of the 1st Defendant. During the pendency of the litigation, the 3rd Defendant died and his legal representatives were impleaded in the suit as Defendant Nos. 4 and 5. Plaint B schedule property lies on the northern and western side of plaint A schedule property. Portion of A schedule property on the eastern side of plaint B schedule property is used as the access to the house in plaint A schedule property. There is a compound wall on the eastern side of plaint A schedule property running from south towards north and the remaining portion till the northern side of the

eastern boundary of plaint A schedule property is a mud wall. There is compound wall on the southern and western side of plaint A schedule property. Plaint B schedule property lies at a level of 5 to 6 feet lower than plaint A schedule property. A compound wall and mud wall is in existence on the eastern side of plaint B schedule property to separate it from plaint A schedule property. The Defendants are not have right over the plaint A schedule property. Defendant Nos.1 to 3 attempted to alter the boundaries of plaint A schedule property and the Plaintiff approached Taluk Surveyor, Koyilandy to fix the boundary. Due to the non co-operation from the Plaintiffs, the boundary could not be fixed. On 05.01.2018, the Defendants encroached into plaint A schedule property and attempted to annex portion of A schedule property to their property. The said portion of plaint A schedule property encroached by the Defendants is shown in schedule C to the plaint. The Defendants had interfered with the western boundary of plaint A schedule property. It has also come to the knowledge of the Plaintiffs that the Defendants have also encroached into the northern boundary of plaint A schedule property and constructed a compound wall. The portion of the property encroached by the Defendants on the northern side of plaint A schedule property is shown in schedule D to the plaint. Due to the encroachment into the western boundary of plaint A schedule property, the Plaintiff faced inconvenience in using the access to plaint A schedule property as the act of the Defendants had reduced the width of

the access. Defendants have no right over plaint C and D schedule properties. The Plaintiff also apprehends that the Defendants will further trespass into plaint A schedule property. The Plaintiff seeks for fixation of northern and western boundary of plaint A schedule property, recovery of possession of plaint C and D schedule properties on the strength of the title of the Plaintiff and relief of permanent prohibitory injunction restraining the Defendants from trespassing into plaint A schedule property.

3. Summons was served on the Defendants. Defendant Nos. 1 to 3 filed written statement contending as follows: The Defendants deny the averments in the plaint that the Plaintiff is in absolute possession and ownership of plaint A schedule property. The boundaries of plaint A schedule property in the schedule to the plaint is incorrect. The contention of the Plaintiff that the 1st Defendant obtained 6.5 cents of property which earlier belonged to Sri. Kunjikanaran is false. The averment in the plaint that plaint B schedule property lies on the northern and western side of the plaint A schedule property and portion of plaint A schedule property which lies on the eastern side of plaint B schedule property used as access to the house in plaint A schedule property is false and denied. There is no property in existence as plaint C and D schedule properties. The property of Sri. Narayanan lies on the eastern side of plaint B schedule property. Even before the purchase of plaint A schedule property by the Plaintiff, the 1st Defendant is in ownership and possession of plaint

B schedule property. The pathway to plaint A schedule property is through its southern side. The Defendants had not objected to the measuring of the property by a Taluk Surveyor as alleged in the plaint. The Defendants had never encroached into the property of the Plaintiff.

4. Defendant Nos. 4 and 5 filed written statement contending that the Defendants had no knowledge of the averments made in the plaint. The Plaintiff is having more property in existence than what belongs to him by his title deeds. The Defendants also accepts and reiterate the contentions of Defendant Nos. 1 to 3. The suit is to be dismissed with costs to the Defendants.
5. Upon rival contentions, the following issues were raised for consideration:
 1. Is the Plaintiff entitled to fixation of boundary on the northern and western side of plaint A schedule property?
 2. Is the Plaintiff entitled to recovery of possession of plaint C and D schedule properties on the basis of his title deed?
 3. Is the Plaintiff entitled to a decree for permanent prohibitory injunction restraining the Defendants from altering the boundary of plaint A schedule property or trespass into plaint A schedule property or obstruct the enjoyment of plaint A schedule property by the Plaintiff?
 4. Are the Defendants entitled to possession of plaint C and D schedule properties?
 5. What shall be the order as to costs?
6. The Plaintiff mounted the witness box and was examined as PW1. Exts.

A1 to A13 were marked from the side of the Plaintiff. The report and plan submitted by the Advocate Commissioner, who had inspected the property were marked as Exts. C1 to C6. When the case was listed for trial, the counsel for the Defendants submitted no instructions from their client and PW1 was not subjected to cross-examination.

7. Issue Nos. 1 to 4

The case of the Plaintiff is that he had purchased plaint A schedule property and the Defendants, who are in possession of plaint B schedule property lying on the northern and western side of plaint A schedule property, have encroached into plaint A schedule property and annexed plaint C and D schedule properties to their property. PW1 deposed in tune with the averments in the plaint that he is the absolute owner of plaint A schedule property by Exts. A5 to A8. The prior title deeds with respect to plaint A schedule property is also produced from the side of the Plaintiff as Exts. A1 to A4. In the schedule to the plaint, plaint A schedule property is described as 'ഉറാംകുന്നിൽ തെക്കു പടിഞ്ഞാറു ഭാഗം 14 x 19 കോൽ സ്ഥലത്തിൽ, അന്യായം B പട്ടിക 13 x 6 കോൽ അളവിലുള്ള സ്ഥലം ഒഴികെയുള്ള സ്ഥലം 1-ാം താക്ക്. 1-ാം താക്കിൽ തൊട്ട് വടക്കു കിഴക്കു ഭാഗം 2-ാം താക്ക്. ആകെ 15½ സെന്റ്' which has been identified by the Advocate Commissioner in Exts. C5 and C6. Plaint A schedule property is shown in Ext. C6 as plot 'ABCDEFGHijklMA'. Plaint B schedule property is also shown in Ext. C6 as 'BNOPDCB'. The portion of property in dispute, ie., plaint C and D

schedule properties is shown as 'CBTSC' and 'DCRQD' respectively in Ext. C6. Plaintiff B schedule property as alleged in the plaint and as deposed by PW1 was purchased by the 1st Defendant by Ext. A9. In Ext. A9 the extent of the property is shown as 6.5 cents (23.79 x 10.98 metres). In Ext. C6 it is clearly stated that on measuring plaintiff B schedule property it is found that the boundary wall on the northern side of plaintiff A schedule property, i.e., southern side of plaintiff B schedule property is intruding into plaintiff A schedule property and is clearly shown as plot DCRQD in Ext. C6. Plaintiff C schedule property on the eastern side of plaintiff B schedule property is shown in Ext. C6 as CBTSC. From Exts. A5 to A8, A9 and Exts. C5, C6 it can be well established that plaintiff C and D schedule properties which are now in possession of the Defendants do not belong to the Defendants as per Ext. A9. No objection has also been filed by the Defendants to Ext. C6. Ext. A11 coupled with the oral testimony of PW1 establishes that an attempt was taken by the Plaintiff to fix the boundary of his property in 2015 itself as averred in the plaint. The unchallenged evidence from the side of the Plaintiff proves his case. The Plaintiff is entitled to recover plots CBTSC and DCRQD in Ext. C6 on the strength of his title. The western and northern boundary of plaintiff A schedule property is fixed as BC and DQRC in Ext. C6. The Defendants are restrained by way of permanent prohibitory injunction from trespassing into plaintiff A schedule property or to obstruct the peaceful possession and

ownership of the Plaintiff over the plaint A schedule property.

Issue Nos. 1 to 4 found in favour of the Plaintiff.

8. **Issue No. 5**

As the Plaintiff was constrained to file the suit to restrain the Defendants from trespassing into plaint A schedule property and to recover the possession of plaint C and D schedule properties. The suit is not an exception to the well established principle that the costs shall follow the event. Plaintiff is entitled to realize the costs of the suit from the Defendants.

In the result, the suit is decreed. The Plaintiff is entitled to recover plots CBTSC and DCRQD in Ext. C6 on the strength of his title. The western and northern boundary of plaint A schedule property is fixed as BC and DQRC in Ext. C6. The Defendants are restrained by way of permanent prohibitory injunction from trespassing into plaint A schedule property or to obstruct the peaceful possession and ownership of the Plaintiff over the plaint A schedule property. Ext. C6 shall form part of decree. The Plaintiff is entitled to realize the costs of the suit from the Defendants.

(Dictated to Confidential Assistant, typed by her in office computer, corrected and pronounced by me in Open Court, on this, the 19th day of November, 2025)

Sd/-

MUNSIFF

Plaintiff's Witness:

PW1 : 06.11.2025 : Lakshmanan

Plaintiff's Exhibits:

- Ext. A1 : 23.11.1966 : Certified Copy of Marupattam Assignment Deed Document No. 2574/1966 Between Narayani and Nanu.
- Ext. A2 : 09.06.1969 : Certified Copy of Janmam Assignment Deed Between Nanu and Kunhikanaran Document No. 1449/1969
- Ext. A3 : 19.05.1973 : Certified Copy of Janmam Assignment Deed Between Kunhikanaran and Raman Document No. 876/1973
- Ext. A4 : 26.02.1985 : Certified Copy of Janmam Assignment Deed Between Raman and Raman Document No. 606/1985
- Ext. A5 : 07.05.1985 : Certified Copy of Janmam Assignment Deed Between Raman and Lakshmanan Document No. 63/1986
- Ext. A6 : 01.02.1989 : Certified Copy of Release Deed Between Asokan and Lakshmanan Document No. 303/1989
- Ext. A7 : 06.06.1992 : Certified Copy of Release Deed Between Karunan and Lakshmanan Document No. 1675/1992
- Ext. A8 : 14.07.2004 : Certified Copy Koottavakasa Assignment Deed Between Sarasa and Others and Lakshmanan Document No. 1897/2004
- Ext. A9 : 02.09.1985 : Certified Copy of Janmam Assignment Deed Between Alima and P.T. Dhakshayani Document No. 2221/1985
- Ext. A10 : 10.01.2018 : Certificate
- Ext. A11 : 15.07.2015 : Notice
- Ext. A12 : 26.08.2018 : Tax Receipt
- Ext. A13 : 10.05.2017 : Tax Receipt

Fair/ Copy of Order in
OS 04/2018
Dated: 19.11.2025

Defendants' Witness/Exhibits: Nil

Court Exhibits:

Ext. C1 : 03.02.2018 : Commission Report
Ext. C2 : 03.02.2018 : Plan
Ext. C3 : 05.11.2022 : Commission Report
Ext. C4 : 05.11.2022 : Plan
Ext. C5 : 23.01.2024 : Commission Report
Ext. C6 : 23.01.2024 : Plan

Sd/-
MUNSIFF

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