

IN THE COURT OF THE MUNSIFF, KOYILANDY**Present:- Miss. Raveena Naz., Munsiff, Koyilandy****Saturday, the 23rd day of September, 2023****ORIGINAL SUIT No. 11/2022****Between:-**

Sivadasan.V, aged 55 years, S/o Sukumaran, Keerthanam House, Meloor PO, Koyilandy Taluk, Kozhikode District, Pin: 673305 represented by Power of Attorney Holder Manoj Kumar, aged 49 years, S/o Gopalakrishnan, Sreelakam House, Perambra PO, Koyilandy Taluk, Kozhikode District, Pin: 673525.

Plaintiff

And:-

- 1 Madhusoodhanan, aged 70 years, S/o Ammu Amma, Puthalath House, Melur PO, Koyilandy Taluk, Kozhikode District, Pin: 673305.
- 2 Valsala, aged 68 years, S/o Ammu Amma, Puthalath House, Melur PO, Koyilandy Taluk, Kozhikode District, Pin: 673305

Defendants

This suit coming on this the 7th day of September 2023, for final hearing before me in the presence of Sri.N.Jalaludheen and Sindhu.K.P, Advocates for Plaintiff and Defendants called absent set exparte and having stood over to this day for consideration, the court delivered the following:-

J U D G M E N T

The suit is for partition.

2 The contentions of the Plaintiff, in brief, are as follows: -
The suit is filed by the Power of attorney holder of the Plaintiff. The property in the second schedule to the plaint got partitioned as per partition deed no.3160/1995 of Sub Registrar's Office, Chemanchery. The said property is included in item no. 6 in the above said deed. A release deed was executed with document no. 3166/1995 releasing all rights of the parties except the Defendants herein in the above said partition deed to Smt. Prameela as per Release deed no.3166/1995. The Plaintiff purchased the property by Settlement deed no. 2811/2004 and is in possession of the same. The plaint schedule properties absolutely belonged to the Plaintiff and the Defendants. The Plaintiff is entitled to 26/28 shares and each defendant is entitled to 1/28 share in the plaint schedule property. The plaint schedule properties are in the joint possession of the Plaintiffs and Defendants. Although the Plaintiff approached the Defendants several times for partition of the property the Defendants denied the same. Hence the suit.

3 Summons was served upon the Defendants. The Defendants were called absent and set exparte.

4 The Power of attorney holder of the Plaintiff was examined as PW1 and Exts.A1 to A3 were marked.

5 Heard the counsel for the Plaintiff.

6 PW1 deposed in tune with the averments in the plaint. PW1 deposed that the Plaintiff obtained title and possession over the plaint schedule property by virtue of Settlement deed no. 2811/2004 of Sub Registrar's Office, Chemanchery. The Plaintiff purchased the property from Smt. Prameela and is entitled to 26 out of 28 shares in the plaint schedule property. The plaint schedule property was jointly possessed by the Plaintiff and Defendants. Although request was made to the Defendants for partition of the property the Defendants turned deaf ear. The partition deed no. 3160/1995 of Sub Registrar's office, Chemanchery is marked as Ext.A3 in which item no. 6 is the property in second schedule to the plaint. A release deed was executed by the holders of interest over the above said property in favour of Smt. Prameela by Ext.A2. The purchase of the plaint schedule property by the Plaintiff is evidenced by Ext.A3. The

evidence produced by the Plaintiff proves the case of the Plaintiff. The unchallenged evidence of the Plaintiff prove the case of the Plaintiff. The suit is to be decreed in favour of the Plaintiff.

7 In order to establish his right over plaint schedule property and to get plaint schedule property partitioned the Plaintiff was caused to launch this litigation. Hence the suit is not an exception to the well settled principle that costs shall follow the event and the Plaintiff is entitled to realize the costs of the suit from the Defendants.

In the result, the Plaintiff is entitled to 26 out of 28 shares over the plaint schedule property and is entitled to realise the costs of the suit from the Defendants.

(Dictated to the Confidential Assistant, transcribed by him, corrected and pronounced by me in open court, on this the 23rd day of September, 2023).

Sd/-
MUNSIF

Plaintiff's Witness :

PW1 14.06.2023 : Manoj Kumar.

Plaintiff's Exhibits:

- Ext.A1 30.11.1995 : Release deed No. 3166/95 of Sub Registrar Office, Chemanchery
- Ext.A2 25.10.2004 : Jenm Assignment Deed No.2811/2/2004 of Sub Registrar Office, Chemanchery
- Ext.A3 27.11.1995 : Partition deed No.3160/95 of Sub Registrar Office, Chemanchery

Defendant's Witness/ Exhibits : NIL

Court Witness/Exhibits : NIL

Sd/-
MUNSIFF