

IN THE COURT OF THE MUNSIF, KOLLAM

Present : Smt. Ragi.S., Principal Munsiff

On Friday, the 10th day of April, 2026/20th day of Chaithra, 1948.

OS.No. 569/2017

Between

Plaintiffs: -

1. Ponnappan, aged 65 years,
S/o Velayudhan, Vallithara Puthen Veedu,
House No. EKP6/160, Thekkemuri,
East Kallada Village, East Kallada P.O.,
Kollam.
2. Padmini.T., aged 55 years,
W/o Ponnappan, Vallithara Puthen Veedu.
House No. EKP6/160, Thekkemuri,
East Kallada Village, East Kallada P.O.,
Kollam.

By Adv. R.Santhosh Kumar.

And

Defendant:-

Anija Ambili, aged 41 years,
D/o Thankamma, Vilappurathu Thekkathil
Veedu, Thrikkovilvattom Village,
Kizhavor Cherry, Mukhathala P.O., Kollam.

By Adv. Suresh Kumar.S.

This suit filed by the Plaintiff u/s. 26 Order VII Rule 1 of the Code of Civil Procedure for cancellation of Sale Deed, Mandatory Injunction and Permanent Prohibitory Injunction. This suit is coming on for final hearing before me on 27-03-2026 and the court on 10-04-2026 delivered the following:-

JUDGMENT

Suit for cancellation of sale deed, mandatory injunction and for permanent prohibitory injunction.

2. **The plaint averments, in brief, are as follows:-** The first plaintiff is the husband of the second plaintiff, and they have no children born out of the wedlock. The defendant is an employee of KSFE and a close relative of the plaintiffs. The first plaintiff owns 3.78 Ares of property in Resurvey No. 465/27 of East Kallada Village, as per Sale deed Nos' 871/1992 and 521/1993 of Ezhukone SRO. The plaintiffs constructed a tiled house in the said property and have been residing there. A well was constructed with financial assistance of ₹ 15,000/- from the panchayath. However, the plaintiffs spent more than ₹ 40,000/- for its construction and installed a pump set by spending more than ₹ 5,000/-. The second plaintiff received ₹ 2,00,000/- under the Indira Awas Yojana Scheme, which was disbursed in six instalments at different stages of construction. During 2012-2013, the plaintiffs undertook not to alienate the property for ten years, and the first plaintiff stood as co-obligant as evidenced by the consent deed executed by the second plaintiff before the Chittumala Block Panchayath.

3. For the construction of the said residential house, the first plaintiff availed a loan of ₹ 1,50,000/- from the Kollam District Cooperative Bank in the year 2012. The plaintiffs constructed a single storey house with all amenities. Total expenditure for the construction was approximately ₹ 10,00,000/-, met through savings, sale of timber, and gold ornaments. The plaint schedule property is situated on the northern

side of the Panchayath road, near the Chittumala block Panchayath Office. The defendant's husband, late Rajendran, was the son of the second plaintiff's maternal aunt. The second plaintiff, being an only child who lost her parents early, treated Rajendran as her own brother, and he reciprocated the same affection. Rajendran died in 2014, after which the defendant married his brother, Biju. Owing to the close familial relationship and long standing association the defendant was in a position to influence the plaintiffs. Thus, a fiduciary relationship existed between the plaintiffs and the defendant, enabling the latter to potentially dominate their will.

4. The plaintiffs defaulted in repayment of loan due to the Co-operative bank. The last remitted ₹ 25,000/- on 13.10.2014. Rajendran had intended to repay the balance but passed away before doing so. After Rajendran's death the defendant cleared the entire loan amount, to fulfil the wishes of her late husband. Accordingly, the defendant remitted ₹ 1,29,907/- on 13.06.2015 to the co-operative bank and closed the loan account, following which the original title deeds of the plaintiff schedule property were returned to the first plaintiff. Immediately thereafter, the defendant obtained custody of the title deeds by inducing trust. Subsequently, the defendant requested the first plaintiff to stand as a surety for a loan of ₹ 5,00,000/- from KSFE. Believing the document to be a security deed, the first plaintiff signed documents at the Sub Registrar Office on 23.07.2015. However, the defendant fraudulently withdrew ₹ 4,50,000/- from the bank account maintained by the first plaintiff at Federal Bank, Chittumala branch on 24.07.2015. In 2017, while paying land tax, the plaintiffs discovered that the property had been mutated in the name of

the defendant upon obtaining certified copies, they found that the document executed was not a security deed but a sale deed in favour of the defendant. The document executed on 23.07.2015 by the first plaintiff is not a valid sale deed, as no consideration was stated or passed, nor was any amount or acknowledged by the first plaintiff. The document was intended only as a security for a loan transaction. Therefore, the said document is vitiated by fraud and undue influence exercised by the defendant and is liable to be set aside.

5. The document registered as Sale Deed No. 1347/2015 dated 23.07.2015 of Ezhukone SRO, executed by the first plaintiff, is liable to be set aside on the grounds that it was executed under fraud and undue influence arising out of a relationship, without consideration, and based on false recitals. The plaintiffs continue to remain in possession of the property, which is their only asset, built with their lifetime savings. The first plaintiff lacked authority to alienate the property in view of the prior undertaking. The property was substantially developed using the funds of the second plaintiff. The contents of the document were not properly explained, and the first plaintiff believed it to be a security document.

6. The defendant possesses financial and political influence. The plaintiffs are senior citizens, and the first plaintiff suffers from illnesses. On 04.08.2017, the defendant threatened that unless the plaintiffs surrendered vacant possession of the plaintiff property within one week, they would be forcibly evicted. The plaintiffs also learned that the defendant is attempting to trespass into the plaintiff schedule property,

commit waste and damage, and transfer the same to third parties. Such acts would cause irreparable injury and loss to the plaintiffs. The defendant has no manner of right or authority to convey the property or create any document or encumbrance over the plaint schedule property. The plaintiffs have no alternative remedy except to approach this Hon'ble court. Hence, this suit is filed seeking a decree for setting aside/cancellation of Sale Deed No. 1347/2015 dated 23.07.2015 of Ezhukone SRO and to pass a decree of mandatory injunction directing the defendant to hand over the original documents, namely Sale Deed Nos. 871/1992 and 521/1993 of Ezhukone SRO and also for permanently restraining the defendant, her men and agents from trespassing into the plaint schedule property, committing any waste or damages, and from creating any encumbrance, charge, right, title, interest or any form of conveyance in respect of the property.

7. **The defendant filed a written statement contending as follows:** The relationship between the parties, as stated in the plaint, is admitted. However, the other averments regarding construction, financial aid, and related matters are within the exclusive knowledge of the plaintiffs and are therefore denied. The alleged receipt of ₹ 2,00,000/- is a matter within the plaintiffs' knowledge and must be proved. The alleged undertaking not to alienate the property for ten years is not supported by any documentary evidence hence is therefore denied. The claim that an amount of ₹ 10,00,000/- was spent is false, exaggerated, and unsupported by evidence. The statements regarding the location and importance of the property are also denied as incorrect. It is admitted that the second plaintiff and the defendant's deceased husband

were cousins. However, no fiduciary relationship existed that would enable domination of will. The defendant is a relatively recent entrant into the family and was not in a position to influence the plaintiffs. The plaintiffs themselves proposed the sale of the property to discharge their liabilities. The plaintiffs have approached this court with unclean hands and have suppressed material facts. It is admitted that the plaintiffs were in arrears of loan repayment, which was cleared by the defendant.

8. There was a mutual agreement to sell the property for a total consideration of ₹ 6,00,000/-. Defendant paid ₹ 1,50,000/- as advance. The remaining ₹ 4,50,000/- was obtained via case of a housing loan and credited to first plaintiff's bank account. The said amount was withdrawn and utilised by the first plaintiff for clearing debts and personal leads. The sale deed was executed voluntarily by the first plaintiff, with the knowledge and consent of the second plaintiff. There was no fraud, coercion, undue influence, or misrepresentation involved. The property was duly mutated in the name of defendant, and land tax has been paid by the defendant. Ownership has been legally transferred in favour of the defendant. The plaintiffs are presently in occupation of the property only as licensees with the permission of the defendant. The defendant is entitled to evict them as and when required and is also entitled to claim license fee. The possession of the plaintiffs is permissive and not based on ownership. The allegation regarding a housing loan at 4% interest is denied and no such scheme exists. The allegation of fraudulent withdrawal of ₹ 4,50,000/- is also denied. The amount was lawfully credited to the first plaintiff's account, and the defendant did not misappropriate any funds. The plaintiffs had full knowledge of the

execution and subsequent mutation of the plaint schedule property in favour of the defendant. The prior agreement for sale dated 16.06.2015 clearly evidences the intention of the plaintiffs to sell the plaint schedule property. The plaintiffs received the consideration and utilised the funds to clear the bank loan. Sale deed No. 1347/2015 is a valid, duly registered and legally executed document. All legal formalities was properly complied with the allegations of fraud and sham transactions are also false and baseless. The total sale consideration of ₹ 6,00,000/- ie, ₹ 1,50,000/- as advance and ₹ 4,50,000/- paid through cheque No.993056 was encashed by the plaintiffs. The sale was completed upon payment and registration.

9. The averment that the building in the property was constructed by spending more than ₹ 10,00,000/- is in correct. The plaintiffs did not have the financial capacity to incur such expenditure. The house was constructed with financial assistance from the government. There was no legal impediment to transferring the property. The first plaintiff did not raise any complaint regarding the execution of the document during his lifetime. The second plaintiff has initiated the present suit only to harass the defendant and with ulterior motives. The allegations of undue influence are false, unsubstantiated, and unsupported by evidence. There was no fraud, undue influence or misrepresentation. The suit has been filed with mala fide intention after suppressing the material facts and only after the death of the first plaintiff. The defendant is an office assistant in KSFE and does not possess any undue influence, political power or dominance. The contrary claims of the plaintiffs are denied. The property was given as security for the housing loan obtained from KSFE. The loan

period is 15 years from 2015 and therefore liability over the property subsists until the year 2030. There is no cause of action for the suit. Hence, the plaintiffs are not entitled to any reliefs claimed. The defendant is entitled to dismissal of the suit with costs.

10. Based on the above rival contentions, the following issues were framed for consideration.

1. Whether Sale Deed No. 1347/2015 was supported by due consideration?
2. Whether the execution of sale deed is vitiated by fraud/undue influence?
3. Whether the plaintiffs are entitled to a decree of setting aside Sale Deed No. 1347/2015 of Ezhukone SRO?
4. Whether the plaintiffs are entitled to a decree of mandatory injunction as prayed for?
5. Whether the plaintiffs are entitled to a decree of permanent prohibitory injunction as prayed for?
6. Reliefs and costs?

11. During trial, on the side of the plaintiffs, PW1 to PW9 were examined and Exhibits A1 to A10 were marked. On the side of the defendant, DW1 to DW3 were examined and Exhibits B1 and B2 were marked. Exts X1 series to X4 series also marked. The Advocate Commissioner was examined as CW1, and the commissioner's report was marked as Exhibit C1 series.

12. Heard the learned counsel for the plaintiffs and the learned counsel for the defendant.

13. **Issue No's. 1 to 3:** The case of the plaintiffs is that they are the absolute owners of the plaint schedule property, which was acquired by the first plaintiff and subsequently developed into a residential house using their personal savings, government assistance, and bank loans. Owing to the close familial relationship, the defendant was treated as a trusted member of the family, thereby creating a fiduciary relationship. When the plaintiffs faced financial difficulties in repaying a loan, the defendant intervened and subsequently induced the first plaintiff to execute certain documents under the pretext of creating security for a loan transaction. The plaintiffs contend that, taking advantage of their trust and dominant position, the defendant fraudulently obtained a registered sale deed in her favour, without any real intention of sale and without passing consideration. According to the plaintiffs, no sale consideration was ever paid, possession of the property was never transferred, and they continued to reside in the property. They further assert that the document styled as a sale deed is, in reality, a sham transaction, vitiated by fraud, undue influence, and misrepresentation, and is therefore liable to be set aside. The plaintiffs also allege that the defendant is now attempting to dispossess them and to alienate the property to third parties, thereby necessitating legal intervention.

14. The defendant admits the relationship between the parties but denies all allegations of fraud, undue influence, or misrepresentation. She contends that the

plaintiffs were in financial distress and voluntarily decided to sell the property in order to discharge their liabilities. It is the case of the defendant that a valid agreement for sale was executed, fixing the consideration at ₹ 6,00,000/-, out of which ₹ 1,50,000/- was paid as advance and the balance ₹ 4,50,000/- was arranged through a housing loan obtained from KSFE. The entire sale consideration was paid to the first plaintiff, who utilised the same for clearing debts and for personal purposes. The defendant asserts that the sale deed was executed voluntarily, with the full knowledge and consent of both the plaintiffs, and was duly registered in accordance with law. Following the sale, the property was mutated in the name of the defendant, and she has been paying land tax. The plaintiffs are presently in occupation of the property only as licensees, permitted to reside there temporarily. The defendant further contends that the suit, though presented as bonafide, is devoid of cause of action and is an attempt to unlawfully reclaim property that has already been sold for valid consideration.

15. The central dispute between the parties revolves around the true nature and validity of the registered Sale Deed No. 1347/2015 dated 23.07.2015. The plaintiffs contend that the document, though styled as a sale deed, was never intended to operate as a transfer of ownership, but was executed only as security for a loan transaction, without consideration and under the influence and deception of the defendant. They claim continued ownership and possession, alleging fraud and undue influence. In contrast, the defendant maintains that the transaction was a genuine sale, voluntarily entered into by the plaintiffs for valid consideration, which was fully paid

and acknowledged, resulting in lawful transfer of title and ownership. The defendant treats the plaintiffs' continued possession as permissive occupation.

16. It is settled in law that registered sale deed, though carrying a presumption of validity in law, may be set aside or cancelled if it is shown that the execution of the document was influenced by factors affecting the free consent of the executant, or if the transaction itself was not a genuine sale. Under the principles of the Indian Contract Act and the Special Relief Act, a sale deed may be avoided on grounds such as fraud, misrepresentation, undue influence, coercion, mistake or absence of consideration, or where the document is merely a sham transaction not intended to operate as a transfer of ownership. Fraud constitutes a primary ground for cancellation when it is established that the executant was deceived as to the nature or contents of the document, or when material facts were concealed with the intention of inducing execution. Similarly, misrepresentation, even if not fraudulent, may render the document voidable if consent was obtained by false statements. Undue influence becomes relevant particularly in cases where a fiduciary or trust based relationship exists between the parties, and one party is in a position to dominate the will of the other and uses such position to secure an unfair advantage. In such circumstances, once the existence of a dominant position is established, the burden shifts upon the beneficiary of the transaction to prove that it was entered into freely and in good faith. A sale deed may also be set aside where there is absence or failure of consideration. Though consideration may be recited in the document, if it is proved that no consideration actually passed between the parties, the transaction may be

treated as nominal or sham. In **Jamila Begum (d) thr. Lrs. V. Shami Mohd. (d) thr. Lrs. and Another** (AIR 2019 SC 72), the Hon'ble Supreme Court held that “A *registered document carries with it a presumption that it was validly executed. It is for the party challenging the genuineness of the transaction to show that the transaction is not valid in law*”.

17. In the present case, the burden lies heavily upon the plaintiffs to rebut the presumption attached to a registered document and to establish that the impugned sale deed does not reflect a genuine transaction. The plaintiffs must first prove the existence of a close and fiduciary relationship between themselves and the defendant, demonstrating that the defendant was in a position to dominate their will. They must then establish that the execution of the document was not voluntary but was induced by fraud, misrepresentation, or undue influence, and that they believed that the document to be of a different nature, namely a security instrument rather than a sale deed. It is further incumbent upon the plaintiffs to prove that no sale consideration was in fact paid, notwithstanding any recital in the document. This may be established through documentary evidence such as bank records, absence of receipts, and inconsistencies in the defendant's version. The plaintiffs must also show that possession of the property was never transferred pursuant to the alleged sale and that they continued to remain in possession as owners, thereby indicating that the transaction was not intended to operate as a conveyance. The surrounding circumstances attending the execution of the document are also material. The plaintiffs must bring out any suspicious features, such as inadequacy of consideration,

absence of proper explanation of the document, or any conduct of the defendant indicative of exploitation of the plaintiffs' financial distress or breach of trust. Oral evidence of the parties and witnesses, along with documentary evidence including prior title deeds, loan records, tax receipts, and the impugned document itself, would be essential to substantiate these contentions. Thus, what is required to be established by the plaintiffs is that the sale deed, though formally valid, is in substance a product of vitiated consent and does not represent a true transfer of property for consideration.

18. On the side of the plaintiffs, the original death certificate of the first plaintiff, Ponnappan, was produced and marked as Exhibit A6. On perusal of Exhibit A6, it is seen that Ponnappan died on 15.08.2017. The plaintiffs also produced copies of the application submitted by the second plaintiff before the Chittumala Block Panchayath for obtaining financial assistance for the construction of a residential building in the plaint schedule property, along with the consent letter and stage certificates issued in connection therewith. The same were marked as Exhibit A2. Exhibit A3 is the document evidencing that the loan of ₹ 1,50,000/- availed by the first plaintiff from the Kollam District Cooperative Bank was closed on 13.06.2015. To show that financial assistance was received from the East Kallada Grama Panchayath for the construction of a well, Exhibit A4 was produced. Exhibit A5 shows that an amount was deposited in the account of the first plaintiff on 24.07.2015 and that the said amount was withdrawn by the first plaintiff on the very same day. To establish that the electricity bills relating to the building situated in the plaint

schedule property were issued in the name of the first plaintiff, for the relevant period, Exhibit A7 series was produced. Exhibit A1 is the certified copy of sale deed No. 1347/2015. A perusal of Exhibit A1, shows that the first plaintiff, Ponnappan, executed the document in favour of the defendant on 23.07.2015, conveying the plaint schedule property for a total consideration of ₹ 6,00,000/-. To prove that, subsequent to the transaction, the defendant has been remitting land tax for the plaint schedule property under No. 12158, the tax receipt dated 16.03.2023 was produced and marked as Exhibit B1. Further, to show that the building situated in the plaint schedule property is assessed to tax in the name of the defendant, the building tax receipt was produced and marked as Exhibit B2.

19. On perusal of Exhibit A1, it is evident that the same is a duly executed document. A registered sale deed carries certain well-settled presumptions, which operate in favour of its genuineness and validity unless rebutted by cogent evidence. Firstly, there is a presumption that the document was duly executed by the executant. Here Ext. A1 bears the signature of the executant and is duly attested and registered. Secondly, there is a presumption that the contents of the document are true and correctly recorded. The recitals in Ext. A1 including the nature of the transaction, consideration, and intention of the parties reflect the real transaction. Thirdly, Ext.A1 carries a presumption that it was executed voluntarily and with free consent. There is also a presumption that consideration has passed as resided in the document. Though this is a rebuttable presumption, the burden lies on the person alleging non payment to establish that no consideration in fact passed. Registration of Ext. A1 further gives

rise to a presumption that the document was executed in accordance with law, after proper presentation before the Sub Registrar, identification of the parties, and admission of execution. The official acts of the registering authority are presumed to have been regularly performed.

20. The second plaintiff was examined as PW1. She deposed that she had not read Exhibit A1 sale deed executed by the first plaintiff in favour of the defendant and that she had not gone to the Sub Registrar Office for the registration of the said document. She stated that she has no direct knowledge regarding the events that took place at the time of registration. She further deposed that she was not aware of any prior agreement for sale before the execution of the document. However, PW1 admitted that the first plaintiff had availed a loan of ₹ 1,50,000/- from the Kollam District Service Cooperative Bank, that there was default in repayment, and that recovery proceedings had been initiated. She also admitted that the first plaintiff did not have sufficient funds to clear the said liability. PW1 further stated that the defendant had taken custody of the original title deed from the first plaintiff on assurance that she would be kept safely. However, she denied that the defendant had subsequently availed loan of ₹ 4,50,000/- from KSFE and credited the same to the account of the first plaintiff. On the contrary, she deposed that, upon enquiry, she came to understand that no such amount had been credited to the account of the first plaintiff. PW1 also deposed that she was unaware of the first plaintiff having gone to KSFE or the Sub Registrar Office or having signed any documents, and that the first plaintiff had not informed her about any such matters.

21. As per Exhibit X1 series, marked through PW2, the Branch Manager of KSFE, it is evident that the defendant had availed a loan of ₹ 4,50,000/- from KSFE and that, in connection therewith, the first plaintiff had transferred the ownership of the property and building in favour of the defendant. The attesting witness to Exhibit A1 sale deed, Geetha, was examined as PW5. She deposed that she had signed Exhibit A1 as a witness and that she is a friend of the defendant, Suja, also known as Sujatha. She further stated that she and Sujatha are neighbours and that she had gone to Sujatha's house on the day prior to the execution of the document, at which time Ponnappan was present. She further reported that she had gone to the Sub Registrar Office, met the Sub Registrar and received witness batta for signing as a witness. PW5 also stated that she had seen the cheque being handed over at the time of execution of the document. Another attesting witness to Exhibit A1, Sujatha, was examined as PW6. She deposed that she had signed Exhibit A1 as a witness, that Geetha, is her friend, and that she knows the defendant as her neighbour. She further stated that she had seen the cheque being handed over on the date of execution of the document and had also seen the parties sign before the Sub Registrar. She also deposed that Ponnappan had come to the defendant's house two or three times in connection with the preparation of the document.

22. PW7, the document writer, deposed that he had prepared Exhibit A1 sale deed and that Ponnappan had signed the same at the Ezhukone Sub Registrar Office. He further stated that his brother, Subin, is one of the attesting witnesses to the document. He deposed that the document was prepared only after it was read over

and its contents explained, and that thereafter the parties proceeded to the Sub Registrar Office at Ezhukone. He also stated that neither party had requested any alteration to the contents of the document and that the final document was prepared only after both parties understood and approved the draft. He further deposed that the consideration shown in the document was mutually agreed upon by both parties.

23. PW9, a relative of the second plaintiff, deposed that he was aware of the agreement for sale entered into between the first plaintiff, Ponnappan, and the defendant, and that the said agreement was for a consideration of ₹ 6,00,000/-. He further stated that the agreement was between the first plaintiff and the defendant and that, pursuant to the said agreement, the defendant paid the sale consideration to the first plaintiff. He also deposed that the first plaintiff had received advance consideration from the defendant and had cleared the loan liability standing in his name. The defendant had paid an advance sale consideration of ₹ 1,50,000/- on 13.06.2015. This fact is borne out by Exhibit X1(j), which is the copy of agreement for sale entered into between the first plaintiff and the defendant. PW9 further stated that thereafter the first plaintiff took the title deed and executed the necessary documents relating to the property before KSFE. PW9 also deposed that, according to his knowledge as a property dealer, the total value of the plaint schedule property along with the building would be ₹ 45,00,000/-. However, there are no pleadings by the plaintiffs in this regard. In **Ravinder Singh V. Janmeja Singh and Others** (2000(8) SCC 191), the Hon'ble Supreme Court held that "*No evidence can be led on a plea not raised in the pleadings and no amount of evidence can cure defect in the*

pleadings". Moreover, PW7 has deposed that the sale consideration shown in Exhibit A1 was the amount mutually agreed upon by the parties. Though the plaintiffs have claimed that an amount of about ₹ 10,00,000/- was spent for constructing the building situated in the plaint property, they have not produced any documentary evidence to substantiate the same.

24. It is well settled that allegations of fraud and undue influence must be established by strong, cogent and convincing evidence. A registered sale deed carries with it a presumption of validity and genuineness, and registration is not a mere procedural formality but a solemn act imparting sanctity to the document. The burden lies heavily upon the party alleging that such a document is sham or vitiated. In the present case, the plaintiffs have alleged that the defendant exercised undue influence arising out of a fiduciary relationship and committed fraud. However, there is no specific pleading in the plaint detailing the circumstances constituting such a fiduciary relationship, nor is there any substantive evidence to establish that the defendant was in a position to dominate the will of the first plaintiff. In the absence of material particulars as required under Order VI Rule 4 of the Code of Civil Procedure, the plea of fraud and undue influence cannot be sustained.

25. The oral evidence adduced in the case further discredits the plaintiff's version. PW5 and PW6, the attesting witnesses to Exhibit A1 sale deed, have deposed that the execution was carried out with the knowledge of both parties and that they were aware of the nature of the transaction. PW6 has also stated that the first plaintiff

had visited the defendant's residence on multiple occasions prior to execution. PW7, the document writer, has clearly deposed that the contents of the sale deed were read over and explained to both parties before execution and that no objection was raised by either side.

26. The law is equally settled that a registered sale deed raises a presumption that the transaction is genuine, and once execution is admitted, the burden shifts to the plaintiffs to prove that it is a sham or vitiated by fraud. In the present case, the first plaintiff had signed the document, and there is clear evidence that the contents were understood by him. Hence, the plea that he executed the document under a mistaken belief that it was a security deed is not tenable. Further, the plaintiffs have failed to prove the essential ingredients required to establish undue influence, namely that the defendant was in a position to dominate the will of the first plaintiff and that the transaction was unconscionable. On the contrary, the evidence shows that the first plaintiff was capable of handling financial transactions, including availing bank loans, and cannot claim lack of understanding. The evidence of DW2, the Bank Manager, along with Exhibit X4 series, establishes that an amount of ₹ 4,50,000/- was credited to and withdrawn by the first plaintiff, thereby disproving the plaintiffs' contention of non-payment of consideration.

27. In the light of the pleadings, the evidence on record, and the settled principles of law, this Court finds that the plaintiffs have failed to establish any of the grounds warranting the setting aside of Exhibit A1 sale deed No. 1347/2015. The said

document, being a registered instrument, carries a presumption of validity and genuineness, which the plaintiffs have not been able to rebut by cogent and convincing evidence. The allegations of fraud, undue influence, and misrepresentation have not been substantiated either by specific pleadings or by reliable evidence. There is no material to show the existence of any fiduciary relationship or that the defendant was in a position to dominate the will of the first plaintiff.

28. On the contrary, the evidence of the attesting witnesses and the document writer establishes that the contents of the sale deed were read over and understood, and that the execution was voluntary. Further, the passing of consideration stands proved through both oral and documentary evidence, including the agreement for sale, the testimony of witnesses, and the bank records evidencing transfer and withdrawal of the amount by the first plaintiff. The contention that the document was executed as a security deed is unsupported and stands disproved. The plaintiffs have not discharged the burden of proving that Exhibit A1 is a sham transaction or that it is vitiated by any factor affecting free consent. Accordingly, this Court holds that the Sale Deed No. 1347/2015 is a valid and binding document and is not liable to be set aside or cancelled. Thus, Issue No's. 1 to 3 are found against the plaintiffs.

29. **Issue No. 4:** One of the relief sought by the plaintiffs is to pass a decree of mandatory injunction directing the defendant to hand over the original documents namely Sale Deed No's. 871/1992 and 521/1993 of Ezhukone SRO. A decree of

mandatory injunction can be granted only when the plaintiff establishes a clear legal right, a corresponding obligation on the part of the defendant, and a wrongful act necessitating restoration of the original position. In the present case, the plaintiffs seek relief on the premise that Exhibit A1 sale deed is invalid and that they continue to retain ownership over the plaint schedule property. However, this Court has already found that Exhibit A1 sale deed No. 1347/2015 is a validly executed and binding document, supported by consideration and not vitiated by fraud, undue influence, or misrepresentation. Consequently, the title to the property stands transferred in favour of the defendant. The plaintiffs, therefore, cannot assert any subsisting legal right over the property inconsistent with the said transfer. Further, the evidence on record indicates that the plaintiffs are in possession of the property only as permissive occupants under the defendant. In such circumstances, no legal obligation arises on the part of the defendant to hand over the original documents in favour of the plaintiffs, namely, Sale Deed Nos. 871/1992 and 521/1993 of Ezhukone SRO. Accordingly, the plaintiffs are not entitled to a decree of mandatory injunction. Thus, Issue No. 4 is found against the plaintiffs.

30. **Issue No. 5:** The plaintiffs seek a relief of permanent prohibitory injunction restraining the defendant and her men from trespassing upon the plaint schedule property, committing any mischief, waste or damage therein, and from creating any encumbrance, right, title, interest, or executing any document or conveyance in respect of the property. A decree of permanent prohibitory injunction can be granted only when the plaintiff establishes lawful possession and a corresponding threat of

unlawful interference by the defendant. In the present case, the plaintiffs have failed to establish lawful ownership over independent possessory right over the plaint schedule property after the execution of Exhibit A1 sale deed. On the contrary, the evidence clearly establishes that the defendant is the lawful owner of the property, and that the plaintiffs' possession, is only permissive in nature. It is a settled principle that a person in permissive possession cannot seek an injunction against the true owner. Moreover, there is no credible evidence of any unlawful act or imminent threat by the defendant that would justify the grant of an injunction. The defendant has also pleaded that she has no intention to forcibly evict the plaintiffs. Being the lawful owner, the defendant is entitled to deal with the property in accordance with law. In such circumstances, the plaintiffs are not entitled to a decree of permanent prohibitory injunction. Thus, this issue is also found against the plaintiffs.

31. **Issue No. 6:** In the result, the suit is dismissed with costs to the defendant.

(Directly typewritten into my personal laptop and pronounced by me in the open court on this, the 10th day of April, 2026).

Sd/-
Ragi.S.,
Principal Munsiff.

Appendix:-

Exhibits marked from the side of the Plaintiffs:-

A1	23-07-2015	Certified copy of Sale Deed No. 1347/2015 of S.R.O, Ezhukone.
A2	24-07-2017	Reply Letter received from Chittumala Block Office as per RI Act.
A3		Account closed statement from the Kollam District Co-Operative Bank.

A4	29-07-2017	Reply letter received from East Kallada Grama Panchayath as per RI Act.
A5		Statement of accounts
A6		Death Certificate
A7 Series		Electricity Bill (2 Nos.)
A8		Photograph
A9		Bank Pass Book.
A10	13-05-1990	Certificate of Marriage.

Exhibits marked from the side of the Defendant:-

B1	16-03-2023	Tax Receipt
B2	14-05-2023	Payment Receipt.

Court Exhibits:-

C1 Series:-

C1	29-01-2022	Mahazar
C1(a)	29-01-2022	Commission Report
C1(b)		Valuation Certificate
C1(c)		Rough Sketch
C1(d)		Building Plan.

Third Party Exhibits :-

X1 Series		Relevant copies of document produced by KSFE Manager
X2 Series		Relevant copies of document produced by Chittumala Block Panchayath Secretary.
X3		Affidavit produced by Secretary, Kizhakke Kallada Grama Panchayath.
X4		Account Statement

Witness Examined from the side of the Plaintiffs :-

PW1	07-12-2021	P.Padmini
PW2	22-06-2022	V. Anil Kumar
PW3	11-10-2022	Sakheer Hussain
PW4	03-11-2022	Sujithra Devi
PW5	20-12-2022	Geetha
PW6	20-12-2022	Sujatha
PW7	17-01-2023	Praveen R.S.
PW8	13-06-2023	Muralee Mohan E.K.
PW9	03-07-2023	Raveendran.

Witness Examined from the side of the Defendant:-

DW1	10-07-2023	Arija Ambli
DW2	22-08-2023	Deepu.D.
DW3	10-10-2023	Anilkumar.N.

Court Witness :-

CW1	13-06-2023	Adv. Unnimaya.L.
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Id/-
Principal Munsiff.

// True Copy//

Sd/-
Ragi.S.,
Principal Munsiff.

Typed by : Marybindu. C.
Compared by : Sandhya.S.