

IN THE COURT OF THE MUNSIF, KARUNAGAPPALLY

Present: Smt.Aswathy Nair, Munsiff,Karunagappally.

Friday the 27th day of March, 2026/ 6th day of Chaithram,1948.

O.S.No. 476/2023

Between

Plaintiffs:-

1. Anurajan, aged 83 years,
S/o. Narayanan,
A R Bhavanam,
Kallelibhagam muri,
Kallelibhagam village
from Ananda Bhavanam,
Kallelibhagam muri,
Thodiyoor village,
Karunagappally taluk.
2. Rajamma, aged 80 years,
W/o. Anurajan, - do-

By Adv. N.C. Premchandran, Adv. Jibinsha

And

Defendants:-

1. Vineesh Viswanathan, aged 37 years,
S/o. Viswanathan,
Nadhan Bhavanam,
Kallelibhagam village,
Karunagappally taluk.
2. Jewel Mohan, aged 45 years,
S/o. Mohan,
Palavilayil,
Kallelibhagam village,
Karunagappally taluk.

The suit filed U/s.26 order VII rule 1 of CPC for permanent prohibitory injunction.

This suit is coming on for hearing before me on 13.03.2026 and on 27.03.2026 the court delivered the following.

JUDGMENT

Suit for permanent prohibitory injunction.

2. Plaint averments in brief are as follows: – Plaintiff A schedule

property belongs to plaintiffs by virtue of sale deed number 3133/1971. 2nd defendant is the owner of the property situating on the northern side of the plaint A schedule property and he is residing away from the plaint schedule properties. 1st defendant is the purchaser who is intended to buy property from the 2nd defendant. There is a pathway having a width of more than three meters from the plaint A schedule property towards the panchayath road on the southern side. The pathway which ends at the southern boundary of the plaint A schedule property proceeds through the western side of the property of the 2nd defendant having a width of 1.25 meters and the same has been used by the 2nd defendant. The above said pathway been described as plaint B schedule pathway. The plaint B schedule pathway has been used for the purpose of accessing property of the 2nd defendant and also the other property situating on the northern side of the plaint A schedule property. Being so 1st defendant approached the plaintiff and informed that he is indenting to purchase property from the 2nd defendant and he requires some portion of the plaint A schedule property for widening the plaint B schedule pathway. However the said demand was refused by the plaintiffs. In that enmity, 1st defendant threatened that he will widen the plaint B schedule pathway by encroaching upon plaint A schedule property. If the same is happened it will cause irreparable injury and loss to the plaintiff. There is a pathway having sufficient width for accessing the property of the 2nd defendant. Hence, if defendant encroach upon the plaint

schedule property, it will affect the right of the plaintiffs. Defendants are highly influential persons. Hence their unlawful activities cannot be resisted by the plaintiffs. Hence the suit.

3. Though summons were duly served on the defendants, they failed to appear and file written statement. Hence, the defendants were set exparte.

4. The 2nd plaintiff was examined as PW1. On the side of the plaintiffs, Ext.A1 and Ext.A2 were marked. The Commissioner's report and plan were marked as Ext.C1(a) and Ext.C1(b).

5. Heard the plaintiff and analyzed the evidence on record.

6. The oral evidence of PW1 coupled with documentary evidence Ext.A1 and Ext.A2 clearly establish the title and possession of the plaintiffs over the plaint A schedule property. Ext.A1, the Sale Deed No. 3137/1971, proves the title of the plaintiffs. Ext.A2, the tax receipt dated 15.06.2023, evidences that the plaintiffs are in possession and enjoyment of the plaint A schedule property by remitting land tax. The Commissioner's report and plan, Ext.C1(a) and Ext.C1(b), further substantiate the lie and nature of the properties and the existence of the pathway described as plaint B schedule. The evidence of PW1 remains unchallenged as the defendants have been set exparte. There is no material on record to disbelieve the case of the plaintiffs.

7. From the evidence, it is clear that the plaint B schedule pathway already exists with a definite width and the defendants have no manner of right

to widen the same by encroaching into the plaint A schedule property. The apprehension of the plaintiffs that the defendants would trespass into the plaint A schedule property and cause damage appears to be genuine. If such acts are not restrained, it will result in irreparable injury and hardship to the plaintiffs. Hence, I find that the plaintiffs have successfully established their ownership and possession over the plaint schedule property and the threat of unlawful interference by the defendants. Therefore, the plaintiffs are entitled to the relief of permanent prohibitory injunction.

In the result, the suit is decreed as follows: -

(a). The defendants, and their men under them are hereby permanently restrained by way of a permanent prohibitory injunction from trespassing into the plaint 'A' schedule property, destroying the existing boundary marks, cutting and removing trees or causing any damage, encroaching upon the plaint A schedule property, and thereby widening the existing 'B' schedule pathway .

(b). The defendants are ordered to pay the costs of the suit to the plaintiffs.

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in open court on this the 27th day of March, 2026).

Sd/-
Aswathy Nair,
Munsiff.

