

**IN THE COURT OF THE MUNSIFF OF PAYYANNUR**

Present: Smt.Greeshma.A.S, Munsiff, Payyannur

Wednesday, the 18<sup>th</sup> day of March, 2026

27<sup>th</sup> day of Phalguna, 1947

**ORIGINAL SUIT No. 29 OF 2018 and ORIGINAL SUIT No. 85 OF 2011**  
**ORIGINAL SUIT No. 29 OF 2018**

Nittoor Sajeevan, aged 40 years,	]	
S/o Kunhiraman, Cheruthazham Amsom and	]	
Desom, through his Power of Attorney Holder	]	
Nittoor Ajaya Kumar, S/o Kunhiraman, aged	]	Plaintiff
39 years, residing at Cheruthazham Amsom,	]	
Desom, PO Mandoor, Kannur District.	]	

**Vs.**

1. Chalil Madathil Mahamood, S/o Hamsa, aged	]	
45 years, business, Pappinisseri Amsom	]	
Desom, PO Pappinissery, Kannur District.	]	
2. Dermal Kumaran, S/o Lakshmi Amma, aged	]	
80 years, Panachira, Kunhimangalam Amsom	]	
and Desom, P.O. Kunhimangalam, Kannur	]	
District ( <b>Died</b> )	]	Defendants
	]	
Name amended as per order in IA 1947/10	]	
dated 07.12.2010.	]	

Supplemental Defendants:-

Legal Representatives of deceased defendant

3. No.2, Children	]	
Leela K, W/o late Karunakaran, aged 52	]	
years, near Central School, Edat,	]	
Kunhimangalam amsom and desom.	]	
4. Mukundan K, 48 years, Koyakkeel House,	]	
Panachira, Kunhimangalam Amsom, Desom,	]	
Kannur District.	]	

- |    |   |                  |            |
|----|---|------------------|------------|
| 5. | Vanaja K, 46 years, W/o Kunhiraman,<br>Athiyadam, Cheruthazham Amsom Desom,<br>Kannur District.                 | ]<br>]<br>]      | Defendants |
| 6. | Sreenivasan, 44 years, Panachira,<br>Kunhimangalam Amsom Desom.   | ]<br>]<br>]      |            |
|    | Supplemental D3 to D6 are impleaded and<br>amended as per order in IA 919/15 and IA<br>920/15 dated 07.10.2015. | ]<br>]<br>]<br>] |            |

**ORIGINAL SUIT No. 85 OF 2011**

Chalil Madathil Mahamood, S/o Hamsa, aged 51 years, business, residing at Chamatha Valappil, Thayyile Valappil, Mayyil, Kannur District, PIN 670 601.	] ] ] ]	Plaintiff
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**Vs.**

- |    |   |                  |            |
|----|---|------------------|------------|
| 1. | Dermal Sreedharan, S/o Lakshmi Amma,<br>aged 60 years, residing at Panichara,<br>Kunhimangalam Amsom, Desom,<br>P.O. Kunhimangalam,<br>Kannur District – 670 309. | ]<br>]<br>]<br>] |            |
| 2. | Nittoor Sajeevan, aged 42 years,<br>S/o Kunhiraman, business, residing at<br>Cheruthazham Amsom, Desom, Kannur<br>District.                                       | ]<br>]<br>]<br>] | Defendants |
| 3. | Nittoor Ajayakumar , aged 39 years,<br>S/o Kunhiraman, business, residing at<br>Cheruthazham Amsom Desom, Kannur<br>District.                                     | ]<br>]<br>]<br>] |            |

These suits are coming on 16<sup>th</sup> day of March 2026 for final hearing before me in the presence of Sri.P.Prabhakaran, Advocate for Plaintiff ; of S/Sri.K.Venugopalan and K.Ummer, Advocate for 1<sup>st</sup> defendant in OS 29/2018; of S/Sri.P.C.Pradeep, K.Ummer and Venugopalan K, Advocates for the plaintiff ; of Sri.K.V.Sasidharan Nambiar, Advocate for 1<sup>st</sup> defendant ; of S/Sri.P.Prabhakaran, Advocate for 2<sup>nd</sup> and 3<sup>rd</sup> defendants in OS 85/2011 and having stood over to this day for consideration and the Court delivered the following:

### **J U D G M E N T**

This suit is filed for cancellation of document and permanent prohibitory injunction.

2. **The plaint averments in brief are as follows:-** The plaint schedule property originally belonged to one Dermal Lakshmi in jenm. While she was in possession and enjoyment of a larger extent of property, she gifted the portion described in the plaint schedule to the 2nd defendant under registered Gift Deed No.262/90 of SRO, Payangadi. The 2nd defendant thereafter remained in direct possession and enjoyment of the property, paying land revenue and effecting improvements therein. He subsequently mortgaged the property with the Cheruthazham Service Co-operative Bank Ltd., availing a loan of ₹50,000/- (Rupees fifty thousand only) under registered Mortgage Deed No.2063/03 of SRO, Payangadi. As the loan amount became overdue, the bank initiated recovery proceedings. At this stage, the 2nd defendant, through intermediaries, approached the plaintiff and expressed his urgent necessity to sell the property in order to discharge the bank liabilities. The

plaintiff, through his agents, verified the proposal, made enquiries with the bank regarding the loan transaction of the 2nd defendant, and was satisfied that there were no other liabilities and that the 2nd defendant held a marketable title over the property, which had been under mortgage with the bank since 2003. The plaintiff agreed to purchase the property for a total consideration of ₹1,20,000/- (Rupees one lakh twenty thousand only). Accordingly, the amount required to clear the bank dues was paid, and the bank released its mortgage rights over the property, issuing a receipt registered as Document No.1696/09 of SRO, Payangadi. Thereafter, the 2nd defendant executed a jenm assignment in favour of the plaintiff under Assignment Deed No.2262/09 of SRO, Payangadi. In the said assignment deed, the 2nd defendant also declared that there were no encumbrances or court liabilities over the property. The plaintiff took actual possession of the property, paid land revenue, and effected improvements therein. The plaintiff purchased the property with the intention of constructing a residential house and has already made preliminary arrangements for the same. The plaintiff received information from the Village Officer that the 1st defendant had submitted an application for jenm change and for payment of land revenue in respect of the plaintiff schedule property. Upon further enquiry, it was revealed that the 1st defendant had obtained a jenm assignment deed in his favour through court, pursuant to a decree for specific performance in O.S. No.66/1999 filed by him against the 2nd defendant. The plaintiff obtained a certified copy of the judgment and learned that the suit filed by the 1st defendant was decreed ex parte on 14.08.2000. Thereafter, after a lapse of ten years, the 1st defendant filed I.A. No.1022/2010 for execution of the ex parte decree, pursuant to which a registered jenm assignment deed No.3839/2010 of SRO, Payangadi, was executed in his favour through court.

3. The plaintiff purchased the property by paying consideration to the 2<sup>nd</sup> defendant after verifying the marketable title. The property was conveyed in favour of the plaintiff, and all basic documents, including the registered bank receipt, were handed over to him. He was also put in actual possession of the property. At the time of sale, the 2<sup>nd</sup> defendant declared that there were no encumbrances or court liabilities over the property. From the facts and circumstances, it is evident that the plaintiff is a bona fide purchaser and has been in actual possession of the property ever since the execution of the assignment deed. The 2<sup>nd</sup> defendant assigned the property to the plaintiff without disclosing the existence of the ex parte decree referred to above. He executed the assignment while suppressing this material fact and, moreover, made a positive assertion that there was no court liability or encumbrance over the property. The 1st and 2nd defendants colluded together and obtained an ex parte decree, and after ten years filed an execution petition before the court and procured the assignment deed executed through court. The plaintiff, being a bona fide purchaser in possession of the property, is entitled to have his ownership and possession protected. Despite the court decree and the assignment deed in favour of the 1st defendant, the 2<sup>nd</sup> defendant had no title or possession over the plaint schedule property. The very fact that the 1st defendant remained inactive for a decade after obtaining the decree, and thereafter filed the execution petition without verifying the present status of the property or its encumbrances, is significant. The pleadings of the 1st and 2nd defendants in I.A. No.1022/2010 themselves reveal that the defendants colluded together; after assigning the property to the plaintiff for valid consideration received by the 2nd defendant, they filed the execution petition and obtained the assignment deed executed in favour of the 1st defendant. In any event, since the 2nd defendant was not the owner in possession of the

plaint schedule property on the date of Assignment Deed No.3839/2010 of SRO, Payangadi, the said document is not a valid deed by virtue of which the property could be conveyed. Accordingly, the said document is liable to be declared null and void and set aside. Hence, the suit is for cancellation of jenm Assignment Deed No.3839/2010 of SRO, Payangadi, as null and void, not valid, and not binding. Although the ex parte decree in O.S. No.66/1999 and the order in I.A. No.1032/2010 were also obtained by collusion and fraud by the defendants and are liable to be set aside, since the plaintiff was not a party to those proceedings, a separate prayer to set aside the said judgment and decree is not made herein. Hence, the suit.

4. **Averments in the written statement filed by defendants No.1 are as follows:-** The suit is not maintainable either in law or on facts. The plaint schedule property originally belonged to one Dermal Kumaran by virtue of registered Deed No.262/1990 of SRO, Payangadi, on jenm right. Dermal Kumaran had agreed to sell the plaint schedule property to the 1st defendant for a total consideration of ₹1,90,000/-, but failed to perform his part of the contract. Consequently, the 1st defendant filed O.S. No.66/1999 before the Sub Court, Payyanur, which was decreed on 14.02.2000. Thereafter, the 1st defendant filed I.A. No.1022/2010 in O.S. No.66/1999 seeking execution of the decree by registering the sale deed in his favour for an amount of ₹11,000/-. Pursuant thereto, the court executed Assignment Deed No.3839/2010 of SRO, Payangadi, assigning the plaint schedule property in favour of the 1st defendant on behalf of Dermal Kumaran.

5. The 1<sup>st</sup> defendant took delivery of the property as per the order in E.P. No.103/2010 and has since been in possession and enjoyment of the plaint schedule property. While so, on 23.05.2011, when the 1st defendant was cleaning the plaint schedule property in preparation for constructing a

house therein, the defendants in O.S. No.85/2011, along with certain unruly elements of the locality, attempted to trespass into the plaint schedule property and disturb his possession. Consequently, the 1st defendant was constrained to file O.S. No.85/2011 before this Court.

6. Even before the judgment was pronounced in O.S. No.66/1999, the plaint schedule property was already under attachment. The attachment order was executed at the Sub Registrar's Office, Pazhayangadi, and affixed at the Cheruthazham Village Office. It is denied that the decree and attachment were not intimated to the plaintiff by the 2<sup>nd</sup> defendant. This defendant is not responsible for the 2<sup>nd</sup> defendant not being informed.

7. Before purchasing the property, an intending purchaser is obligated to verify whether there are any liabilities, encumbrances, or court attachment orders affecting the property. According to the defendant he is not responsible for the fact that the plaintiff registered and purchased the property while it was under attachment, without checking the relevant documents regarding encumbrances. Hence, the deed executed in favour of the plaintiff has no legal validity.

8. The property was mortgaged to the Madai Co-operative Bank only after the disposal of the suit, and the decree passed against the 2<sup>nd</sup> defendant was still in existence. If the plaintiff came to know about the mortgage, it must be assumed that he was also aware of the attachment proceedings. To the knowledge of this defendant, the plaintiff is a relative of the 2<sup>nd</sup> defendant. In order to assist the 2<sup>nd</sup> defendant and to raise objections to obstruct this defendant from possessing and enjoying the property, the 2<sup>nd</sup> defendant, fully aware of the attachment proceedings and other matters, caused the document of the property to be registered in the name of the plaintiff.

9. According to the defendant No.1, the property was sold to him in 1998 for ₹1,90,000/-. It is seen that the property was later sold in 2009 for ₹1,20,000/-. From this, it is evident that the plaintiff and the 2<sup>nd</sup> defendant together arranged to have the document registered in the plaintiff's name. In accordance with the court's direction, he deposited the balance amount of ₹11,000/- in court, after which the court executed the document. According to the defendant he didn't act in collusion with the 2<sup>nd</sup> defendant.

10. According to defendant No.1 while the 1<sup>st</sup> defendant was clearing the property for the purpose of constructing a house, the power of attorney holder of the plaintiff and Dermal Sreedharan, the brother of the 2<sup>nd</sup> defendant, attempted to obstruct him. Consequently, the 1<sup>st</sup> defendant filed O.S. No.85/2011 before this Court, which is still pending, and a temporary injunction has been granted therein. The plaintiff also removed timber logs kept by the 1<sup>st</sup> defendant by filing a false complaint before the Payangadi Police. However, the police were compelled to return the timber logs to the 1<sup>st</sup> defendant pursuant to the order in W.P.(C) No.18106/2011 of the Hon'ble High Court of Kerala. The plaintiff is not entitled to any relief in the present suit, which is liable to be dismissed.

11. **The defendant No.1 filed additional written statement contending as follows:-** The plaintiff has no right to seek a declaration that Title Deed No.3839/2010 of SRO, Payangadi, which was registered in the name of the defendant by the Hon'ble Sub Court, Payyanur pursuant to I.A.No.1021/1999 filed in O.S. No.66/1999 relating to the plaint schedule property, is invalid.

12. As per the order of the Sub Court, Payyanur dated 29.07.1999 in O.S. No.66/1999 on I.A. No.1021/1989, the court restrained the 2<sup>nd</sup> defendant

from selling or transferring the property to any third party, and directed that no one shall purchase the property. A copy of the attachment order was affixed in the Village Office, on the court notice board, at the property of the defendant, and at the Sub Registrar's Office. Despite this, the plaintiff in the present case had the 2<sup>nd</sup> defendant in O.S. No.66/1999 execute a sale deed and purchased the property. Therefore, the 2<sup>nd</sup> defendant was fully aware of the fact that the property had already been registered and assigned.

### **OS 85/2011**

This suit is filed for permanent prohibitory injunction.

13. The plaint averments in brief are as follows: The plaint schedule property, having an extent of 20 cents of land in R.S. No.197/1A of Cheruthazham Amsom Desom, originally belonged to Dermal Kumaran under registered Deed No.262/1990 of SRO, Payangadi, on jenm right. Under a sale agreement dated 12.01.1998, Dermal Kumaran agreed to assign the plaint schedule property to the plaintiff, receiving an advance amount of ₹80,000/- and fixing the total consideration at ₹1,90,000/-. Since Dermal Kumaran failed to perform his part of the contract, the plaintiff filed O.S. No.66/1999 before the Subordinate Court, Payyanur. The said suit was decreed on 14.08.2000. As Dermal Kumaran continued to default even after the passing of the decree for specific performance, the plaintiff filed I.A. No.1022/2010 in O.S. No.66/1999 seeking execution of the decree and registration of the sale deed in his favour. Accordingly, the Hon'ble Sub Judge executed Jenm Assignment Deed No.3839/2010 of SRO, Payangadi, on behalf of Dermal Kumaran, in favour of the plaintiff. Subsequently, the plaintiff took delivery of the plaint schedule property as per E.P. No.103/2010 in O.S. No.66/1999. The plaintiff was thus put in possession of the plaint schedule property and has

since been in possession and enjoyment thereof.

14. On 23.05.2011, while the plaintiff was cleaning the plaint schedule property in preparation for construction, the defendants, along with certain unruly elements of the locality, trespassed into the property and attempted to disturb the peaceful possession and enjoyment of the plaintiff.

15. According to the plaintiff, the 2<sup>nd</sup> defendant has filed O.S. No.196/2010 before the Sub Court, Payyanur, seeking a declaration that Document No.3839/2010 is null and void. The defendants, in collusion with Dermal Kumaran, are now attempting to take unlawful possession of the plaint schedule property. The defendants have no right over the plaint schedule property, and the plaintiff alone holds valid title and possession thereof.

16. On 23.05.2011, the defendants attempted to trespass into the plaint schedule property and disturb the peaceful possession and enjoyment of the plaintiff. The attempt was thwarted by the timely intervention of the plaintiff. However, the defendants retreated after threatening that they would return with greater force and prevent the plaintiff from peacefully enjoying possession of the property.

17. Hence, the present suit has been filed seeking a decree of permanent prohibitory injunction restraining the defendants and their men from trespassing into the plaint schedule property, committing waste therein, or in any manner interfering with the peaceful possession and enjoyment of the plaintiff.

18. **Averments in the written statement filed by 1<sup>st</sup> defendant are as follows:-** The plaint schedule property is not identifiable from the description given in the plaint. The plaintiff is required to take out a commission to identify the plaint schedule property with reference to the documents, the contentions of both parties, and the survey records originally

covered by the basic title documents. The defendants admit that the plaint schedule property originally belonged to Dermal Kumaran under registered Deed No.262/1990 of SRO, Payangadi.

19. The plaint schedule property actually belongs to this defendant's father, Naipilathottathil Kunhambu. Upon the death of Kunhambu, the rights over the property devolved upon his wife, children, and this defendant. The defendant has been in possession of a portion of the said property. The plaintiff has no right over the plaint schedule property, and the defendants have no necessity to encroach upon the property already in their possession.

20. There exists a very ancient devasthanam on the property in the possession of the defendants. A pathway runs through the said property, which is used for ingress and egress to the devasthanam. The Daivakolangal proceed to and return from the devasthanam through this pathway. Such property has never been in the possession of the plaintiff. The documents described in the plaint do not pertain to the property of the defendants.

21. The plaint schedule property is a place where theyyam rituals are performed annually. Dermal Kumaran, who purportedly transferred the property to the plaintiff, had no right over the plaint schedule property. Furthermore, the family burial ground is situated at the south-eastern corner of the property included in the plaint, and the same is demarcated by distinct boundaries. The teak tree that stood on the said burial ground was cut and removed by the plaintiff, and a case regarding the same is still pending before the Payangadi Police Station. The court fee paid is also incorrect. Hence, the suit is liable to be dismissed.

22. **Averments in the written statement filed by the 2<sup>nd</sup> and 3<sup>rd</sup> defendants are as follows:-** The plaint schedule property is not identifiable

from the description in the plaint. The plaintiff is required to take out a commission to identify the plaint schedule property with reference to the documents, the contentions of both parties, and the survey records originally covered by the basic title documents. The defendants admit that the plaint schedule property originally belonged to Dermal Kumaran under registered Deed No.262/1990 of SRO, Payangadi. However, these defendants deny that Dermal Kumaran agreed to assign the property to the plaintiff under the agreement dated 12.01.1998. It is denied that, upon Kumaran's failure to perform his part of the contract, the plaintiff filed O.S. No.66/1999 before the Sub Court, Payyanur, which was decreed on 14.08.2000, and that a conveyance document was executed through court as per the order in I.A. No.1022/2010. These defendants were not parties to those proceedings, and the plaintiff is put to strict proof of such averments.

23. According to the defendants, the facts and circumstances narrated in the plaint itself show that the present suit is collusive. The alleged sale agreement is of the year 1998, but the suit was filed only in 1999. It is learned that when the decree was sought to be executed after a long lapse of ten years, the plaintiff did not verify the condition of the property but clandestinely obtained a conveyance deed through court, presumably in collusion with Dermal Kumaran, the original owner.

24. Defendant No.2, who is employed in the Gulf, purchased the plaint schedule property from Dermal Kumaran in 2009 for the purpose of constructing a house, paying valid consideration. At the time of purchase, the property was mortgaged with Cheruthazham Service Co-operative Bank. The loan taken from the bank had fallen overdue, and recovery steps were initiated. At that stage, Kumaran, through brokers, approached the defendant. On enquiry, it was found that the property was mortgaged with the bank, but the

title deeds were valid and free from encumbrances. Convinced of the same, the defendant purchased the property, paid consideration, and took actual possession on the same date. He effected improvements, constructed boundary walls, and has been paying land revenue.

25. After execution of the sale deed on 07.07.2009, neither the assignor nor any other person has had possession or rights over the property. The defendant has been in uninterrupted possession ever since the assignment deed was executed in his favour. Even though a decree for specific performance of the alleged sale agreement was passed in 2000, the property, along with the original documents, was mortgaged to the bank in 2003, subsequent to the decree. The defendant agreed to purchase the property in 2009 when the bank was about to sell it for recovery of dues. Since the property was mortgaged and verified to be free of encumbrances subsequent to the mortgage, the defendant purchased the property by paying valid consideration.

26. On the date of execution of the assignment deed through court on 25.09.2010 in favour of the plaintiff, the assignor, Dermal Kumaran, had no right or possession over the property sought to be assigned. The assignor had already parted with his rights over the property by virtue of an assignment deed executed in the year 2000. Thus, on the date of execution of Assignment Deed No.3839/2010 through court, there was no property in the possession or ownership of Dermal Kumaran that could be assigned to the plaintiff. The deed was obtained through court proceedings by suppressing this material fact. Since the assignor had no right, title, or interest over the property on 25.09.2010, the plaintiff could not and did not acquire any right over the property. The alleged delivery of possession effected in E.P. No.103/2010 without impleading this defendant is not binding upon him. He was neither

served with notice nor informed of such proceedings. As Dermal Kumaran had no right over the property at that time, the execution proceedings are wholly ineffective and of no consequence.

27. The plaintiff was never put in possession of the property. He could not have taken possession without first vacating this defendant, who was in occupation. There is not even prima facie evidence of possession by the plaintiff, and therefore the plaint itself is liable to be dismissed.

28. Immediately upon learning of the court proceedings in O.S. No.66/1999, this defendant filed O.S. No.196/2010 before the Sub Court, Payyanur. The present plaintiff appeared in that suit and filed his written statement and counter. Meanwhile, when the plaintiff trespassed into the property and cut and removed certain trees, this defendant lodged a complaint with the police. In addition, a commission application was filed before the Sub Court, and the commissioner inspected the property on 26.05.2013. On the very same day of inspection, the plaintiff instituted the present suit before this Court and obtained an ex parte ad-interim injunction order. It is evident from the facts and circumstances that the plaintiff has approached this Court by suppressing material facts. On this ground also, the plaint is liable to be dismissed.

29. On the basis of the above pleadings, the predecessor in office framed the following issues in OS 85/2011

1. Whether the plaint schedule property is identifiable by its description?
2. Whether the 2<sup>nd</sup> defendant is the bonafide purchaser of the plaint schedule property?

3. Whether the plaintiff has any right of possession and ownership over the plaint schedule property?
4. Whether the plaintiff is entitled for any relief as claimed?
5. Whether the cause of action alleged in the plaint is correct?
6. Reliefs and costs?

30. Issues in OS 29/2018 are as follows:

- 1) Whether the plaintiff is entitled to get the declaration as prayed for?
- 2) Whether the plaintiff is entitled to get a decree of permanent prohibitory injunction?
- 3) Reliefs and costs?

31. Both the above cases were tried jointly vide orders in IA 01/2021 and OS 29/2018 was considered as the leading case.

32. The evidence in these cases consist of oral evidence of PW1 who is the power of attorney holder of the plaintiff in OS 29/2018 and Ext.A1 to A17 and Ext.C1 to Ext.C4 were marked from the side of the plaintiff Defendant was examined as DW1. Ext.B1 to B10 were marked from the side of the defendants.

33. Ext.A1 is the document No.262/1990, Ext.A2 is the encumbrance certificate, Ext.A3 is the receipt No.1696/2009, Ext.A4 is the possession certificate, Ext.A5 is the document No.2262/2009, Ext.A6 and A7 are the tax

receipts, Ext.A8 is the certified copy of decree OS 66/1999, Ext.A9 is the true copy of judgment of OS 66/1999, Ext.A10 is the copy of the document No.3839/2010, Ext.A11 is the complaint filed before the Payangadi police station, Ext.A12 is the copy of petition in IA 72/2005 in OS 66/1999, Ext.A13 is the copy of petition in EP 103/10 in OS 66/1999, Ext.A14 is the copy of order in RP No.576/2011(K) in WP (c) 18106/2011, Ext.A15 is the copy of counter in IA 1022/10 in OS 66/99, Ext.A16 is the copy of IA 1022/10 in OS 66/99, Ext.A17 is the copy of plaint in OS 66/99.

34. Ext.B1 is the document No.3839/10, Ext.B2 is the delivery warrant, Ext.B3 is the delivery account, Ext.B4 is the delivery receipt, Ext.B5 is the attachment order and attachment account, Ext.B6 is the encumbrance certificate, Ext.B7 to B9 are the tax receipts, Ext.B10 is the order of WP(c) No.18106/2011(K).

35. Heard both sides. Perused affidavit and documents.

36. **Issues 1 to 4 and 5 in OS 85/2011 and issues 1 and 2 in OS 29/2018:** For brevity and convenience these issues are considered together. The parties are referred to in the following discussion according to their ranks in O.S. No.29 of 2018.

37. According to the plaintiff, the plaint schedule property was originally gifted to the 2nd defendant under registered Gift Deed No.262/1990 of SRO, Payangadi. Thereafter, the 2nd defendant mortgaged the property with the Cheruthazham Service Co-operative Bank by availing a loan of ₹50,000/- (Rupees fifty thousand only). While recovery proceedings were pending, the 2nd defendant, through intermediaries, approached the plaintiff and expressed his urgent necessity to sell the property in order to discharge the bank debt. Upon enquiry, the plaintiff was satisfied that, apart from the said

loan liability, the 2nd defendant had no other encumbrances or liabilities. Convinced of the marketable title, the plaintiff agreed to purchase the property for a total consideration of ₹1,20,000/- (Rupees one lakh twenty thousand only). On payment of the aforesaid amount to the bank, a release deed was executed as Document No.1696/2009 of SRO, Payangadi, by the Cheruthazham Service Co-operative Bank in favour of the 2nd defendant, thereby releasing the mortgage. Immediately thereafter, the 2nd defendant executed Jenm Assignment Deed No.2262/2009 of SRO, Payangadi, in favour of the plaintiff. Pursuant to the assignment, the plaintiff took actual possession of the property, effected improvements, and paid the land revenue. Subsequently, the plaintiff received information from the Village Officer that the 1st defendant had presented an application for jenm change and for payment of land revenue in respect of the plaint schedule property. According to the plaintiff, the 1<sup>st</sup> and 2<sup>nd</sup> defendants, acting in collusion, obtained an ex parte decree and, after a lapse of ten years, filed an execution petition before the court and procured an assignment deed executed through the court. The plaintiff contends that, on the date of execution of the assignment deed in favour of the 1<sup>st</sup> defendant, the 2<sup>nd</sup> defendant had no title or possession over the plaint schedule property. The plaintiff further asserts that the 1<sup>st</sup> defendant remained inactive for a decade after obtaining the ex parte decree and filed the execution petition without verifying the present status of the property or its encumbrances. The pleadings of the 1<sup>st</sup> and 2<sup>nd</sup> defendants in I.A. No.1022/2010, according to the plaintiff, themselves reveal collusion, inasmuch as the property had already been assigned to the plaintiff for valid consideration received by the 2<sup>nd</sup> defendant. Nevertheless, the defendants proceeded to file the execution petition and obtained the assignment deed in favour of the 1st defendant. The plaintiff therefore contends that the 2<sup>nd</sup>

defendant was not the owner of the plaint schedule property on the date of Assignment Deed No.3839/2010 of SRO, Payangadi, and that the said deed is not a valid instrument by virtue of which the property could be conveyed. Learned counsel for the plaintiff further argued that the assignment deed executed through court is void and unenforceable.

38. According to the defendant No.1 in OS.29/2018, before purchasing the property, an intending purchaser is obligated to verify whether there are any liabilities, encumbrances, or court attachment orders affecting the property. According to the defendant he is not responsible for the fact that the plaintiff registered and purchased the property while it was under attachment, without checking the relevant documents regarding encumbrances. Hence, the deed executed in favour of the plaintiff has no legal validity.

39. According to the defendant No.1 the property was sold to him in 1998 for ₹1,90,000/-. It is seen that the property was later sold in 2009 for ₹1,20,000/-. From this, it is evident that the plaintiff and the 2<sup>nd</sup> defendant together arranged to have the document registered in the plaintiff's name. In accordance with the court's direction, he deposited the balance amount of ₹11,000/- in court, after which the court executed the document. According to the defendant he didn't act in collusion with the 2<sup>nd</sup> defendant.

40. According to Defendant No.1, (OS 85/11 Dermal sreedharan)the plaint schedule property and the documents relied upon by the plaintiff do not relate to the property of Defendant No.1. He contends that the property in question contains a devasthanam. He further asserts that Dermal Kumaran, who purportedly transferred the plaint schedule property, had no right over it. Within the said property lies the burial ground of the defendant's tharavad. Several teak trees stood on this burial ground, which, according to Defendant No.1, were cut and removed by the plaintiff. A criminal case in respect of the

same is pending against the plaintiff before the Payangadi Police Station.

41. According to Defendant No.3, (defendant in OS 85/2011) the plaintiff schedule property originally belonged to Dermal Kumaran under registered Deed No.262/1990 of SRO, Payangadi. He states that he was not a party to the proceedings before the Hon'ble Sub Court, Payyanur, in O.S. No.66/1999. He also disputes the alleged agreement dated 12.01.1998 said to have been executed by Dermal Kumaran in favour of the plaintiff.

42. According to Defendants No.2 and 3, (in OS 85/11) the present suit is collusive. The alleged sale agreement is dated 1998, whereas the suit was filed only in 1999. They contend that the decree for specific performance obtained in O.S. No.66/1999 was an ex parte decree. Although the decree was passed in 2000, execution was sought only after a lapse of ten years. The defendants argue that, when execution was sought after such a prolonged delay, the plaintiff failed to verify the actual condition of the property and instead procured a conveyance deed executed through court in collusion with Dermal Kumaran, the original owner.

43. According to the plaintiff(in OS 29/2018) he is a bonafied in purchaser of the plaintiff schedule property he purchased the property for the purpose of constructing a house from Dhermal Kumaran paying consideration to him in the year 2009. At that time he was employed in gulf, also the property was mortgage to Cheruthazham Service co operative bank. The plaintiff schedule property which was mortgaged to bank at that time the owner of the property through brokers approached the plaintiff. On enquiry by the plaintiff it was learned that the property is mortgaged in the bank and title deeds are valid without any encumbrance. The plaintiff, as a prudent purchaser, purchased the property after paying consideration and took actual possession of the property in the same date itself. Also he has affected

improvements in the property construct boundary wall and also paying land revenue. The sale deed was executed on 07.07.2009 therefore the assignor or anybody else no possession of the property.

44. According to the plaintiff, even though decree for specific performance of the sale agreement as stated in the plaint was ordered in the year 2000 property with all original property was mortgaged in the bank in the year 2003 subsequent to the decree. The defendant agreed to purchase the property in the year 2009, the property was about to be sold by the bank for recovery of the due amount the defendant after verifying that there is no encumbrance subsequent to the mortgage the defendant purchased the property after paying valid consideration.

45. On 29.05.2010 when the assignment deed was executed through the court by the defendant assignor Dhermal Kumaran had no right of possession over the property to be assigned. The property was executed by the court suppressing the above fact as the assignor has no right title or interest over the property on the date of assignment i.e, 29.05.2010. The defendant could not have any right over the property. The defendant in EP.120/2010 that is Dhermal Kumaran had no right over the property at that time. According to the plaintiff, the defendant never took in possession of the plaint schedule property and without vacating the defendant the plaintiff cannot take possession of the property. On getting information about the court proceedings in OS.66/99, the plaintiff filed a suit before sub Court, Payyanur as OS.196/2010. The plaintiff appeared in that suit and filed written statement and counter.

46. According to the plaintiff, the defendant obtained the property by way of fraud on the court. The learned counsel for the plaintiff contended that

he is a bonafide purchaser and he was not aware of the attachment of the court in the plaint schedule property. According to the plaintiff, he had removed all the liabilities in the plaint schedule property. The defendants approached the plaintiff stating that he is having some financial problems due to which he own to sell his property and requested the plaintiff to purchase his property by remitting all the liabilities as the properties was mortgaged to the bank . According to the plaintiff, he need all necessary enquiry but he could not find any encumbrance of the court in the property. While he purchased the property the only attachment of the bank as the property was kept a s a mortgage in the bank.

47. The two suits have been filed by parties claiming title from one another over the same property, one based on an assignment through court in execution of a decree for specific performance, and the other based on a direct transfer from the defendant/judgment debtor in the said case. The plaintiff in O.S. No. 29 of 2018 was examined as PW1, and PW1 deposed that the plaint schedule property in O.S. No. 29 of 2018 and O.S. No. 85 of 2011 are one and the same. Even if that be so, the defendants in the 2011 suit dispute the identity of the property. However, when the pleadings and evidence of the parties clearly reveal that there are cross-suits with respect to the same property, there is no scope for dispute as to its identity.

48. The plaintiff in O.S. No. 29 of 2018 contends that he is a bona fide purchaser and seeks to set aside the assignment. It is undisputed that the transfer in his favour was effected during the pendency of the earlier suit. According to the defendants, the plaintiff purchased the property while the suit was pending before the Court, and therefore the transaction is hit by Section 52 of the Transfer of Property Act.

49. The plaintiff has pointed out the following circumstances to establish that he is a bonafide purchaser:

1. The property was mortgaged to the Cheruthazham Service Cooperative Bank on 27.08.2003, vide registered mortgage deed No.2603/2003, as reflected in Ext. A2 (encumbrance certificate) and Ext. A3 (registered receipt executed by the Secretary of the Cheruthazham Service Co-operative Bank). PW1 is an attesting witness to Ext. A3 registered receipt as well, which shows that, as stated by the plaintiff, after closing the loan liability, Ext. A5 purchase was made using the money paid by the plaintiff as part consideration for the property.
2. The plaintiff, through his agents, perused the loan records including Ext. A2 and was convinced that the bank had sanctioned the loan after finding that there was no encumbrance over the property since 01.01.1991. Ext. A2 did not reflect any encumbrance from 01.01.1991 to 11.09.2003.
3. The plaintiff verified whether the property was subjected to any encumbrance subsequent to mortgage deed No.2603/2003 up to Ext. A5 conveyance deed, and was satisfied that no encumbrance had been incurred after the said mortgage. The plaintiff purchased the property by paying valid consideration, redeemed the mortgage from the Cheruthazham Service Co-operative Bank, and subsequently got the property registered in his name. Defendant No.2 had handed over the original title deeds of the plaintiff schedule property to the plaintiff, which is evidenced by Exts. A2 and A4, and is an undisputed fact.
4. The plaintiff acted as a prudent man under the given

circumstances, and the purchase of the property vide Ext. A5 is a bona fide purchase.

5. Ext. A2 is a public document issued by Government officials and is presumed to be true and correct. The defendant has no case that Ext. A2 is not a genuine document or that the entries therein were falsely obtained.
6. The defendant has not produced any evidence before the court as to when the attachment order was communicated to the Sub-Registrar's office or when the entry was recorded in the encumbrance register.
7. The admission of the 1<sup>st</sup> defendant that he is ignorant as to whether the plaintiff made due enquiries before executing Ext. A1.

50. The allegation of the 1<sup>st</sup> defendant that, the plaintiff and the 2<sup>nd</sup> defendant colluded is premised on his claim that, when the plaintiff prepared to purchase the property, certain persons informed him of a prior transfer involving the 1st defendant. However, this reason was not stated earlier. These circumstances, therefore, do not furnish any valid ground to doubt the bona fide intentions of the plaintiff. The ultimate aim of the plaintiff in narrating the above circumstances is to establish himself as a bona fide purchaser. The principle of bona fide purchase is recognized in law as an exception under Sections 41 and 53 of the Transfer of Property Act, 1882. In the present case, however, the defence of the 1st defendant is founded upon Section 52 of the Transfer of Property Act (the doctrine of *lis pendens*). While Sections 41 and 53 protect a transferee who has acted in good faith and for consideration, Section 52 operates as a statutory bar, rendering transfers made during the pendency of litigation subject to the outcome of that litigation, irrespective of

the transferee's bonafides.

**51. Section 52 of Transfer of property Act** reads as follows  
**“Transfer of property pending suit relating thereto :-** *During the pendency in any court having authority [within the limits of India excluding the State of Jammu and Kashmir] or established beyond such limits by the Central Government [xxxx] [any] suit or proceedings which is not collusive and in which any right to immovable property is directly and specifically in question, the property cannot be transferred or otherwise dealt with by any party to the suit or proceeding so as to affect the rights of any other party thereto under any decree or order which may be made therein, except under the authority of the court and on such terms as it may impose.*

**52. Explanation:-** *From the purposes of this section, the pendency of a suit or proceeding shall be deemed to commence from the date of the presentation of the plaint or the institution of the proceeding in a court of competent jurisdiction, and to continue until the suit or proceeding has been disposed of by a final decree or order and complete satisfaction or discharge of such decree or order has been obtained, or had become unobtainable by reason of the expiration of any period of limitation prescribed for the execution thereof by any law for the time being in force.”*

**53.** The wording of the above provision makes it clear that the concept of a bona fide purchaser does not afford any protection to the plaintiff. Consequently, all evidence adduced by the plaintiff to establish that he is a bona fide purchaser is irrelevant. Even ignorance of the pendency of a suit cannot constitute a defence. The Hon'ble High Court of Kerala in **Syamakumar v. Jayapalan Nair and Others**, 2012 KHC 2380, held as follows: *“For the application of Section 52 of the Transfer of Property Act,*

*notice of pendency of the suit is not required. The rule is based not on the doctrine of notice but on expediency, i.e., the necessity for final adjudication. Section 52 enacts the doctrine of lis pendens which is expressed in the maxim ut lite pendente nihil innovetur.”* The only exception to the rigour of Section 52 is in the case of a collusive suit.

54. To establish that the entire suit, decree, and execution were collusive and intended to defraud a future purchaser would require overwhelming evidence. The plaintiff relies on three circumstances to allege collusion on the part of the defendants in order to challenge the transaction: first, the conduct of the 2nd defendant in not contesting the matter and his refusal to protect his interest; second, the delay of the 1st defendant in acting; and third, the granting of relief which was not sought.

55. As regards the first circumstance, it is true that the 2nd defendant did not diligently contest the case, for reasons best known to him. Collusion, however, requires a shared malicious act by both parties to the case with the intention of defeating another party. The inaction of the 2nd defendant may suggest some malicious intention on his part, but that cannot establish collusion. From the evidence before this Court, it is clear that he wilfully concealed the existence of litigation, pledged the property, and purported to transfer the same to the plaintiff. To show that the 1st defendant acted in collusion with the 2nd defendant, there must be evidence that he participated in the mischievous plan of the 2nd defendant. The only circumstance projected is the delayed action of the 1st defendant. However, the plaintiff's own contention shows that the 1st defendant attempted to execute the decree in 2005, but failed as he did not remit the consideration. He thereafter executed the decree in 2010. The fact that the 2nd defendant could have rescinded the contract does not establish collusion by the 1st defendant. Similarly, mere

delay in execution of the decree, when it is within the period prescribed by law, cannot by itself be a sufficient ground to infer fraudulent intention. Such a circumstance is too remote to be connected with an intention to collude. It is beyond doubt that a contract for transfer of property does not itself transfer title. However, any party claiming rights over the property after the date of institution of the suit must necessarily be subject to the rights determined by the court in that suit. Consequently, the transfer in favour of the plaintiff will certainly remain subject to the assignment made by the court, even if the transfer to the plaintiff is prior in point of time.

56. Another contention of the plaintiff is that the court granted the relief of possession without the plaintiff having specifically claimed it, and that this circumstance indicates the decree was obtained by fraud. The counsel for the 1st defendant, however, relies on the decision of the Hon'ble High Court of Kerala in **Mohammad Haneefa v. Radhamani Amma and Another**, reported in **2019 KHC 54**, to contend that it is not necessary to specifically claim the relief of possession. The relevant discussion is as follows: *“A contract for sale of immovable property by its terms intakes the liability to hand over possession of property and it is an obligation attached to the seller by virtue of the terms of contract for sale and once specific performance of contractual obligation of respective parties were ordered, there is no necessity to seek for a specific relief of possession of property, unless the property, either before or after the contract, came to the hands of a person who is not bound by the contract or only a fractional interest over the immovable property was transferred in performance of the contract for sale and no decree for specific performance can be executed for getting possession of property when the circumstances fall under the above said two categories, though the contractual obligation would include a liability to give possession*

*of the property. In short, a decree for specific performance of immovable property can only be executed for getting delivery of property from the party to the suit or from any person litigating under them and it cannot be executed for getting possession of property from a person who is not bound by the contractual obligation.”*

57. On the other hand, the plaintiff relies on the decision of the Hon’ble Supreme Court in **Excel Dealcomm Private Ltd. v. Assets Reconstruction Company (India) Ltd. and Others**, reported in 2015 KHC 4259, to contend that the court cannot grant the relief of possession without it being specifically claimed. The relevant discussion is as follows: *“On the question of suit for specific performance of an agreement to sell being a suit for land, this Court has laid down a clear principle in Adcon Electronics Pvt. Ltd. vs. Daulat Ram and Anr., 2001 (7) SCC 698, that a suit for specific performance simplicitor without a prayer for delivery of possession is not a suit for land as S.22 of the Specific Relief Act, 1963 categorically bars any Court to grant such relief of possession in a suit for specific performance unless specifically sought. In view of this judgment, in the present case, the only question for our determination in the plaint is whether a prayer for delivery of possession is sought or not ? The prayer sought is issuance of sale certificate which is provided in Appendix V to the Rules under SARFAESI Act.”*

58. Section 22 of Specific Relief Act reads as follows: “22. Power to grant relief for possession, partition, refund of earnest money, etc.—

(1) Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for-

- 1) possession, or partition and separate possession, of the property, in addition to such performance; or
- 2) any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or made by him, in case his claim for specific performance is refused.

(2) No relief under clause (a) or clause (b) of sub-section (1) shall be granted by the court unless it has been specifically claimed:

Provided that where the plaintiff has not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.

(3) The power of the court to grant relief under clause (b) of sub-section (1) shall be without prejudice to its powers to award compensation under section 21.”

59. I have considered the decisions referred to by both sides. The learned counsel for the plaintiff has argued that the decision of the Hon’ble High Court is not good law in view of the decision of the Hon’ble Supreme Court. The High Court had held that a decree for specific performance can be executed by delivery of possession, by reference to Section 22 of the Specific Relief Act, and that question was directly in dispute in that case. The obiter dictum of the Hon’ble Supreme Court is also binding.

60. However, on a reading of the decision of the Hon’ble Apex Court, it is evident that the Court was not dealing with the question whether a decree for specific performance can be executed by delivery of possession. The issue before the Supreme Court was confined to the nomenclature of the case, so as to ascertain whether it was a suit for specific performance, for the purpose of determining jurisdiction under the Letters Patent. The Court, on the fact that

no relief for possession was sought, categorized the suit as not one for specific performance. The Court did not address the question whether a decree for specific performance could be executed by delivery of possession. Thus, the Hon'ble Supreme Court was merely restating the express provision, and its decision cannot be read as being contrary to the principle laid down by the Hon'ble High Court.

61. The above discussion shows that there is no illegality in ordering delivery of possession. Even if the contention of the plaintiff is accepted, it only touches upon the legality of delivery of possession and not upon the validity of the transfer in favour of the 1st defendant. The decree of specific performance, once granted, operates to enforce the contract between the parties, and delivery of possession is only an incident of such enforcement. The plaintiff's argument that the decree was obtained by fraud merely because possession was ordered without a specific prayer cannot be sustained. Fraud requires proof of deliberate deception or collusion, whereas here the decree was passed by a competent court exercising jurisdiction under the Specific Relief Act. The absence of a specific prayer for possession may at best render the decree irregular, but it does not render it void or fraudulent. In view of the judgment of the Hon'ble High Court, there appears to be not even an irregularity in ordering delivery of possession. Accordingly, the contention that the decree is a nullity for fraud cannot be accepted.

62. Collusion requires proof of a concerted design between both parties to the suit to mislead the court or defeat the rights of a third party. Mere inaction, negligence, or delay on the part of one defendant cannot, by itself, amount to collusion unless it is shown that such conduct was part of a shared plan with the plaintiff. There is no such evidence in this case, and consequently the plaintiff in O.S. 29/2018 is not entitled to the reliefs claimed

by him.

63. The next question to be considered is whether the plaintiff in O.S. No. 85 of 2011 is entitled to a decree of injunction. Both sides contend that they are in possession of the property. The plaintiff in O.S. No. 85 of 2011 had sought delivery of possession in execution proceedings and was accordingly granted possession. The case of the plaintiff in O.S. No. 29 of 2018 is that such delivery does not bind him, as he was not physically removed from the property. However, the plaintiff in O.S. No. 29 of 2018 claims title only through the judgment debtor and is therefore bound by the delivery of possession. This position is fortified by the decision of the Hon'ble Supreme Court of India in *Alka Shrirang Chavan v. Hemchandra Rajaram Bhonsale*, reported in 2026 INSC 52, wherein it was held as follows: “ *In the aforesaid factual background, it is clear as day light that the rights of the appellants who are subsequent purchasers are subservient to the rights of the decree holder. After the judgment and decree of the trial court and following execution of the sale deed by the Court Commissioner, a valid title qua the suit property passed on to respondent No. 1 (decree holder). Admittedly in the present case, the transfer of the suit property is pendente lite. Therefore, the doctrine of lis pendens as encapsulated in Section 52 of the Transfer of Property Act is squarely applicable. All the courts have recorded a clear finding of fact that the appellants were fully aware of the pendency of the suit. However, even that is not necessary. As has been held by this Court in Silverline, the scope of adjudication is limited to the only question as to whether the objector who has resisted execution is a transferee pendente lite or not and if the finding is in the affirmative, then such a transferee has no right to resist. In so far the present case is concerned, the rights of the appellants have been duly adjudicated under Order XXI Rules 97 to 102 CPC* ”

*to the complete satisfaction of the Executing Court. That being the position, there is no merit at all in the case projected by the appellants and the Executing Court rightly passed the order dated 29.02.2020.”.* Allowing the plaintiff in O.S. 29/2018 to resist would amount to unsettling the finality of judicial proceedings, which is impermissible. The injunction sought by the decree holder is therefore necessary to protect the fruits of the decree. In light of the above, the plaintiff in O.S. 85/2011 is entitled to injunction to safeguard the possession lawfully obtained through execution. The plaintiff in O.S. 29/2018, being a transferee pendente lite, cannot resist or claim independent rights. The balance of law, equity, and judicial decisions all favour protecting the decree holder’s possession by injunction.

**64. Issue No 6 in OS No 85/2011 and Issue No 3 in OS 29/2018:**

It is the general rule that costs shall follow the event. Considering the facts and circumstances of this case, parties are directed to bare their respective costs.

**In the result :-**

1. OS 29/2018 is dismissed with no cost
2. OS 85/2011 is decreed as follows:

The defendants and their men are restrained from trespassing into the plaint schedule property and also restrained from disturbing the peaceful enjoyment and possession of the plaint schedule property.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 18<sup>th</sup> day of March, 2026).

Sd/-  
MUNSIFF.

**Plaintiff's Exhibits:-**

A1	27.01.1990	Settlement deed
A2	---	Encumbrance Certificate
A3	18.05.2009	Receipt
A4	16.07.2003	Possession Certificate
A5	07.07.2009	Jenm Deed
A6	01.08.2009	Basic Tax receipt
A7	09.04.2010	Basic Tax receipt
A8	14.08.2000	Certified copy of decree in OS 66 of 1999 of Sub Court, Payyannur.
A9	14.08.2000	Certified copy of Judgment in OS 66 of 1999 of Sub Court, Payyannur.
A10	08.11.2010	Certified copy of document No.3839/2010.
A11	23.05.2011	Certified copy of Petition filed before Pazhayangadi Police Station.
A12	---	Certified copy of petition filed before Sub Court, Payyannur.
A13	---	Certified copy of Execution petition before Sub Court, Payyannur.
A14	04.08.2011	Certified copy of order in RP No.576/2011 in W.P.C. 18106 of 2011.
A15	----	Certified copy of Counter filed in IA 1022/2010 in OS 66/99 of Sub Court, Payyannur.
A16	---	Certified copy of Petition filed before Sub Court, Payyannur.
A17	---	Certified copy of Plaint in OS 66/99 of Sub Court, Payyannur.

**Plaintiff's' Witness:-**

PW1 Ajayakumar

**Defendant's Exhibits:-**

- |     |            |   |
|-----|------------|---|
| B1  | 25.09.2010 | Certified copy of Jenm Deed.  |
| B2  | 24.11.2010 | Certified copy of Delivery order and report submitted by Amin in EP 103/2010 in OS 66/1999 of Sub Court, Payyannur. |
| B3  | 03.12.2010 | Copy of Accounts submitted by Amin in EP 103/2010 in OS 66/1999 of Sub Court, Payyannur.                            |
| B4  | 03.12.2010 | Certified copy of receipt in EP 103/2010 in OS 66/1999 of Sub Court, Payyannur.                                     |
| B5  | 28.08.1999 | Certified copy of attachment order and account in IA 1021/99 in OS 66/1999.   |
| B6  | ---        | Encumbrance Certificate   |
| B7  | 08.11.2010 | Basic Tax receipt   |
| B8  | 21.11.2011 | Basic Tax receipt   |
| B9  | 15.05.2014 | Basic Tax receipt   |
| B10 | 12.07.2011 | Certified copy of order in WP(c) No.18106 of 2011(K) of Hon'ble High Court of Kerala.                               |

**Defendant's Witness:-**

DW1 Chalil Madathil Mahamood

**Court Exhibits:-**

- |    |            |   |
|----|------------|---|
| C1 | 30.05.2011 | Report submitted by Smt.S.Gowri Antherjanam, Advocate Commissioner. |
| C2 | 13.07.2012 | Report submitted by Sri.M.Ajith Kumar, Advocate Commissioner.       |

- C3            ----        Plan submitted by Sri.M.Ajith Kumar, Advocate  
Commissioner.
- C4            10.11.2014    Report submitted by Sri.Ajith Kumar, Advocate  
Commissioner.

Sd/-  
MUNSIFF.