

**IN THE COURT OF THE MUNSIFF OF KUTHUPARAMBA**

Present:- Sri. Fayiz.T, Munsiff

Tuesday, the 30<sup>th</sup> day of November, 2021/ 9<sup>th</sup> Agrahayana, 1943.

**ORIGINAL SUIT No. 102 OF 2021**

Naduthottathil Lisy, W/o.Joseph Aged 61 years, Housewife, Naduthottathil House, Ayyankunnu amsom desom, (PO)Koomanthod, Pin 670 704, Iritty Taluk.	] ] ] ]	Plaintiff.
Vs.		
Urumbil Mathukkutty, S/o.Thomas, Aged 61 years, Business, Ayyankunnu amsom desom, (PO) Edappuzha, Pin 670 704, Iritty Taluk.	] ] ]	Defendant.

This suit coming on the 25<sup>th</sup> day November, 2021 for hearing before me in the presence of Sri.K.Mukundan, Advocate for the Plaintiff; of the Defendant name called absent, set exparte and having stood over for consideration till this day; the court delivered the following:

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

This is a suit for cancellation of document.

2. The plaint averments in brief are as follows:- The plaint schedule property was acquired by the plaintiff as per Registered Jenmam Sale Deed No.4945/1980 of Uliyil Sub Registry Office. Since then, the plaintiff has been in ownership, possession and enjoyment of the plaint schedule property and nobody else has got any right or possession over it. In the month of March, 1997, the plaintiff was in urgent need of money and she had approached the defendant for a loan of a sum of Rs.1,00,000/-. The interest rate demanded by the defendant appeared to

be reasonable, that is, 18% per annum and insisted that interest was to be paid by way of monthly payment of Rs.1500/- but he demanded that an agreement for sale in respect of the plaint schedule property was to be executed and registered in his favour by way of security. The plaintiff agreed. As the plaintiff agreed to the terms of the loan, the defendant got a deed prepared and got it executed by the plaintiff and registered and paid the sum of Rs.1,00,000/- to the plaintiff on 26.03.1997 at the Sub Registry Office, Uliyil. It was on the date on which the document was registered, not on the date on which it was executed, that the sum of Rs.1,00,000/- was paid by the defendant to the plaintiff. The plaintiff and her husband somehow raised money and met the defendant on 15.03.2020 and paid to him a sum of Rs.1 lakh that was borrowed by the plaintiff from him as indicated above and the entire interest till date also was paid. The plaintiff after making the payment requested to him to deliver back the agreement for sale that she had executed and registered by way of security of the loan. He delivered the original deed to the plaintiff and after reaching home, her husband read it and found that it was not an agreement for sale, but a purported sale deed executed and registered in favour of the defendant. The plaintiff for the first time understood it in 15.03.2020

and not earlier. The plaintiff had no reason to doubt the defendant at the time of grant of the loan. So she had executed the deed without reading it or getting it read over to her. In fact she was at that time under the impression that she was executing an agreement for sale of the plaint schedule property in his favour as a security for the loan. On realising that it was a purported sale deed, the plaintiff contracted the defendant and requested to him to execute a deed of cancellation. But he was delaying it. From his conduct, it appears that he is not in a fit mood to execute a cancellation deed. The plaintiff said that in case that purported sale deed is left outstanding it may cause serious injury and therefore it has become necessary to obtain a decree of cancellation of that purported sale deed.

3. The defendant did not appear in spite of service of summons. So, he was set ex-parte.

4. In order to prove the case of the plaintiff, the plaintiff got examined as PW1 and Exts.A1 to A3 were marked.

5. Heard.

6. The unchallenged proof affidavit and the documents marked on the side of the plaintiff prove the case of the plaintiff. So, the plaintiff is entitled to get a decree as prayed for.

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

- (1) The Sale Deed dated 24.03.1997 bearing No.1310/1997 of Sub Registrar Office, Uliyil, is hereby cancelled.
- (2) The defendant is directed to pay costs of the suit to the plaintiff.
- (3) Send a copy of the decree to the Sub Registrar Office, Uliyil.

(Dictated to the confidential Assistant, transcribed by her, corrected and pronounced by me in open court this the 30<sup>th</sup> day of November, 2021).

**M U N S I F F.**

**Appendix:-**

**Plaintiff's Witnesses:-**

PW1 : Smt. Naduthottathil Lissy.

**Plaintiff's Exhibits:-**

A1.	26-12-1980	Document No. 4945/1980 of SRO, Uliyil.
A2.	24-03-1997	Document No. 1310/1997 of SRO, Uliyil.
A3.	08-10-1998	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(a).	24-09-1999	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.

A3(b)	30-06-2007	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(c)	23-11-2002	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(d)	31-12-2004	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(e)	22-07-2008	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(f)	01-12-2010	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(g)	02-07-2012	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(h)	09-06-2017	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.
A3(i)	24-07-2020	Land Tax Receipt in the name of Naduthottathil Lisy issued by the Village officer Ayyankunnu Village.

**Defendant's Witnesses:-**

Nil

**Defendant's Exhibits:-**

None

**M U N S I F F .**

Fair/Copy of Judgment  
in OS No.102/2021.

Dated : 30-11-2021.