

IN THE COURT OF THE MUNSIF, KANJIRAPPALLY

Present : Smt. Smitha Susan Mathew, Munsiff

Monday 30th day of March 2026

9th day of Chaithra 1948

O.S. 315/2023

Plaintiff:-

Radhika Balachandran, aged 54 years,
W/o Balachandran Nair, Perincheril House,
Pambady P.O., Pin 686 502, Pampady Village,
Kottayam Taluk, represented by Power of Attorney
Holder B. Balachandran Nair, aged 64 Years,
S/o P.K. Balakrishnan Nair, Perincheril House,
Pampady P.O., Pin 686 502, Pampady Village,
Kottayam Taluk.

By Adv. K.S. Sajikumar & Adv. Girish S. Nair.

Defendant:-

Sindhu T. , aged 49 Years, W/o G.C. Rajeshkumar,
Thekkethu Vadakkedath House, Vazhoor P.O.,
Pin 686 504, Vazhoor Village, Changanacherry Taluk,
from Rajesh Nivas, Mangalath Road Line, North
Paravoor Kara, Ernakulam District.

By Adv. A.K Kuriakose

This suit having been finally heard on 21.03.2026 and the Court on
30.03.2026 delivered the following:-

J U D G M E N T

Suit for mandatory and permanent prohibitory injunction.

2. The plaint averments, in brief, are as, follows:- Plaintiff schedule property having an extent of 4 ares 65 sq. metres comprised in resurvey No.35/17/1 in Block No.25 of Vazhoor Village obtained by plaintiff by virtue of sale deed No.1859/1996 of the SRO, Vazhoor and she mutated the property in her favour. Plaintiff rented out a room bearing No.411C to defendant for her business for a monthly license fee of Rs.20,000/- and a security of Rs.2,00,000/-. Defendant gave Rs.10,000/- as cash and Rs.1,90,000/- through the account transfer as the security. Defendant has been conducting business therein in the name and style 'Common Service Centre' from December, 2022. Defendant paid license fee only in the month of December. Thereafter, she defaulted payment of license fee. Hence plaintiff demanded the defendant to vacate the room. On 31/07/2023, defendant vacated the room and handed over the key to plaintiff. Plaintiff returned the security amount of Rs.2 Lakhs to the defendant, Rs.10,000/- as cash and Rs.1,00,000/- and Rs.90,000/- through cheque bearing No.036653 of the Central Bank, Vazhoor branch and cheque bearing No.10422764 of the Federal Bank, Thiruvananthapuram Statue branch. Defendant requested to keep item No.2 movables temporarily under the staircase of the building. But the defendant did not shift item No.2 movables.

He attempted to trespass and take possession of the plaint schedule room. Defendant has no right over the room in the building. Hence the suit.

3. Defendant filed written statement contending as follows; Defendant gave Rs.20,000/- as monthly rent and Rs.2 Lakhs as security for the rented room in item No.1 building. Defendant intended to start 'Janasevanakendram' in that room. License and permission is required from the government and other agencies. Defendant changed the lie and nature of the room by spending her own money. But plaintiff did not take any steps to obtain building number to that room. Hence defendant sustained loss. The room number specified in the plaint is wrong. Plaintiff forcibly removed the movable properties from the room. Plaintiff did not give the money spent by the defendant for the room. Defendant is entitled to get item No.2 movables and damages sustained by her. Hence she seeks for the dismissal of the suit with costs.

4. Following issues are settled for determination;

1. Whether the plaintiff is entitled to get a decree of permanent prohibitory injunction as prayed for.
2. Whether the plaintiff is entitled to get a decree of mandatory injunction as prayed for.
3. Reliefs and costs.

5. PW1 and PW2 were examined and Exts.A1 to A5 were marked from the side of plaintiff. No oral or documentary evidence adduced from the side of defendant. Exts.C1, C1(a), C2 were also marked.

6. Issue No.1 and 2:- The power of attorney holder of plaintiff was examined as PW1. He produced Ext.A5, power of attorney dated 05.11.2002 executed by plaintiff in favour of PW1. Ext.A1 is the sale deed No.1859/1986 and Ext.A2 its corresponding tax receipt. Ext.A3 is the building tax receipt and Ext.A4 is the memorandum of understanding which shows that defendant received the security amount deposited with the plaintiff. Exts.C1, C1(a) and C2 are the commission reports and sketch prepared by PW2, the Commissioner Advocate. Ext.C2 would show that defendant received the movable properties scheduled in Ext.A2 on 13.02.2026. This report would show that though defendant claimed one big printing machine and a photostat machine, commissioner could not find out those machines in the plaint schedule property. Defendant had not raised any claim before the court on these movable properties. Exts. A1 to A3 and oral evidence of PW1 would show that plaintiff is in title and ownership of plaint schedule item No.1 property and defendant was only a licensee therein. Ext.C2 shows that defendant vacated the room and removed the movables scheduled in the plaint. Now, defendant has no right over property. Plaintiff apprehends that defendant may trespass into the plaint schedule item No.1 property. The apprehension of the plaintiff cannot be ruled out on perusal of contentions raised in the written statement. Hence plaintiff is entitled for a decree of permanent prohibitory injunction as prayed for. As the

defendant removed all movable properties from plaint schedule item No.1 property, plaintiff is not entitled for a mandatory injunction as prayed for.

7. Issue No.3:-

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

1. A decree of permanent prohibitory injunction is granted restraining the defendant from trespassing into plaint schedule item No.1 property and the building therein, causing obstruction to the peaceful possession and enjoyment of the building of plaintiff and committing waste therein.
2. Plaintiff is entitled to get the cost of the suit from defendant and her assets.

Dictated to the Confidential Assistant, typed by him corrected by me and pronounced in open court on this the 30th day of March, 2026.

**SMITHA SUSAN MATHEW
MUNSIFF**

APPENDIX

Exhibits Marked for the Plaintiff:-

A1	15.10.1996	Certified copy of Sale Deed No. 1859/96
A2	11.08.2025	Tax Receipt Thandaper No.2846/A, issued from Village Office, Vazhoor.

A3	12.08.2025	Building Tax Receipt No. R-GO51005-25002146 issued from Vazhoor Grama Panchayat.
A4	31.07.2023	Memorandum of Understanding.
A5	05.11.2002	General Power of Attorney.

Exhibits Marked for the defendant:-

C1	21.11.2023	Mahazar prepared by Commissioner Advocate Deon Joseph.
C1(a)	21.11.2023	Sketch prepared by Commissioner Advocate Deon Joseph.
C2	13.02.2026	Commission report prepared by Commissioner Advocate Shancy Philip.

Third party Exhibits:- Nil

Witness Examined for the Plaintiff:-

PW1	03.03.2026	Radhika Balachandran.
PW2	21.03.2026	Adv. Deon Joseph.

Id/-
MUNSIFF

Typed By : Jayamol V.M.

Compd. By : Raji S. Nair.

MUNSIFF