

IN THE COURT OF THE MUNSIFF, TIRUR
Present: Sri. SANU C., MUNSIFF.
Friday, the 10th day of April, 2026
the 20th day of Chaithra, 1948
ORIGINAL SUIT No.81 OF 2025

Between:

Anwar Sadique, 40 years,
S/o. Kammappa, Valiyapeediyekkal House,
Kakkuth amsom, Valiyangadi desom,
Perinthalmanna P.O., Perinthalmanna Taluk. } Plaintiff

And :

Moideen, 52 years (Insane),
S/o. Pallathumpadikkal Aithru,
Represented by guardian mother Kunhayisha,
W/o. Pallathumpadikkal Aithru, Pallathumpadikkal
House, Athavanad amsom desom, Athavanad P.O.
Tirur Taluk. } Defendant

This suit having been finally heard on 04-04-2026 before me in the presence of Sri.K.Vipin, Advocate for the plaintiff and of Sri.M.Jayakrishnan, Advocate is appointed as court guardian for the defendant and the Court on 10-04-2026 delivered the following;

J U D G M E N T

OS No.81/2025

The suit is filed for partition of plaint schedule property.

2. **The plaint averments, in brief, are as follows:-** As per the Jenmam assignment deed No.3006/1980 of SRO, Kuttippuram, one Mr. Annath Saidhalavi

had assigned the plaint schedule property to Pallath Padikkal Hassan and his brother Pallath Padikkal Aithru. Thus the plaint schedule property and its improvements are jointly owned by the said Hassan and Aithru. Thereafter, the said Aithru died. After his death, his half share in the plaint schedule property jointly devolved upon his wife Kunjayisha and children Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena, Faseela and defendant. Thus, the plaint schedule property and improvements thereon are in joint possession of the said Hassan, Kunjayisha, Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena, Faseela and defendant. Later, as per the document No.1364/2024 of SRO, Kuttipuram, the above said Hassan, Kunjayisha, Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena and Faseela transferred their share in the property to the plaintiff. Thus, the plaint schedule property and improvements thereon are in joint possession of the plaintiff and defendant. The plaint schedule property is not partitioned so far. The plaintiff does not want to keep the property jointly any more. In case of partition of the plaint schedule property, the plaintiff is entitled to get 162 shares out of 176 shares and the defendant is entitled to get 14 shares out of 176 shares. When the plaintiff demanded partition of plaint schedule property, the defendant had been making evasive reply. Hence, the above suit is filed for partition and separate allotment of shares of the plaintiff in the plaint schedule property.

OS No. 82/2026

The suit is filed for partition of plaint schedule property.

3. The plaint averments, in brief, are as follows:- As per the Jenmam assignment deed No.3006/1980 of SRO, Kuttippuram, one Mr. Annath Saidhalavi had assigned the plaint schedule property to Pallath Padikkal Hassan and his brother Pallath Padikkal Aithru. Thus the plaint schedule property and its improvements are jointly owned by the said Hassan and Aithru. Thereafter, the said Aithru died. After his death, his half share in the plaint schedule property jointly devolved upon his wife Kunjayisha and children Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena, Faseela and defendant. Thus, the plaint schedule property and improvements thereon are in joint possession of the said Hassan, Kunjayisha, Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena, Faseela and defendant. Later, as per the document No.1363/2024 of SRO, Kuttippuram, the above said Hassan, Kunjayisha, Rayinkutty, Jabeer, Sainaba, Suhara, Sulaikha, Mubeena and Faseela transferred their share in the property to the plaintiff. Thus, the plaint schedule property and improvements thereon are in joint possession of the plaintiff and defendant. The plaint schedule property is not partitioned so far. The plaintiff does not want to keep the property jointly any more. In case of partition of the plaint schedule property, the plaintiff is entitled

to get 162 shares out of 176 shares and the defendant is entitled to get 14 shares out of 176 shares. When the plaintiff demanded partition of plaint schedule property, the defendant had been making evasive reply. Hence, the above suit is filed for partition and separate allotment of shares of the plaintiff in the plaint schedule property.

4. As per order in IA 1/2026, court guardian was appointed for the insane defendant. Subsequently, the joint trial of both cases were allowed as per order in IA No.2/2026 dated 23.03.2026. Since the facts of the suits and the defendant in above cases are one and the same. OS 81/2025 is treated as leading case.

5. During the pendency of the suit before the court, subsequently both parties of all cases appeared with their respective counsels and filed a compromise petition numbered as IA No.4/2026 stating that the matter has been settled between them amicably in accordance with the terms and conditions stated in the compromise petition. Defendant is the insane person. Court guardian is the mother of the said defendant. She filed an application IA 3/2026 for permission to compromise the suits for and on behalf of the said defendant. She submitted that the proposed compromise is for the defendant's benefit. Learned counsel for the insane defendant filed Certificate under Order XXXII R.7 (1A) stating that the proposed compromise is, in his opinion for benefit of the insane defendant.

6. As per the compromise petition, the plaint schedule property in

OS No.81/2025 is shown as 'Schedule A' in the compromise petition, and plaintiff schedule property in OS No.82/2025 is shown as 'Schedule B' in the compromise petition. In the 'Schedule A' property, Anwar Sadique the plaintiff in the OS No.81/2025 is entitled to 162 shares out of 176 shares and the defendant is entitled to 14 shares out of 176 shares. In the 'Schedule B' property, Vijayan the plaintiff in the OS No.82/2025 is entitled to 162 shares out of 176 shares and the defendant is entitled to 14 shares out of 176 shares. Therefore, it was decided to divide the 'Schedule A and B' properties between plaintiffs and defendant.

7. As per the compromise petition, the fair value of the 'Schedule A' property is fixed as is ₹1,84,800/- (Rupees One Lakh Eight Four Thousand and Eight Hundred only) per Ares . As per the above, the total value of the 'Schedule A' property, has been estimated at ₹12,70,000/-(Rupees Twelve Lakh and Seventy Thousand only). Accordingly, the plaintiff (Anwar Sadique) is entitled to a share of ₹11,68,977/-(Rupees Eleven Lakh Sixty Eight Thousand Nine Hundred and Seventy Seven only) and the defendant is entitled to a share of ₹1,01,023/- (Rupees One Lakh One Thousand and Twenty Three only). Similarly, the fair value of the 'Schedule B' property is fixed as is ₹1,84,800/- (Rupees One Lakh Eight Four Thousand and Eight Hundred only) per Ares . As per the above, the total value of the 'Schedule B' property, has been estimated at ₹12,70,000/- (Rupees Twelve Lakh and Seventy Thousand only). Accordingly, the

plaintiff(Vijayan) is entitled to a share of ₹11,68,977/-(Rupees Eleven Lakh Sixty Eight Thousand Nine Hundred and Seventy Seven only) and the defendant is entitled to a share of ₹1,01,023/-(Rupees One Lakh One Thousand and Twenty Three only).

8. Based on the mediator's decision, it was decided to receive cash in lieu of the defendant's shares in the plaint schedule properties in OS 81/2025 and OS 82/2025. In the above circumstance, it has been decided that the above said Anwar Sadique and Vijayan should pay ₹1,01,023/- (Rupees One Lakh One Thousand and Twenty Three only) each as equalization amount to the defendant in OS No.81/2025 and OS No.82/2025 respectively. In the OS 81/2025 and OS 82/2025, the defendant's share is ₹2,20,000/- (Rupees Two Lakh and Twenty Thousand only), which has been deposited in a fixed deposit in account of the Canara Bank, Kuttippuram Branch.

9. Accordingly, the property shown as 'Schedule-A' in the compromise petition is allotted to plaintiff (Anwar Sadique) in OS 81/2025, and the property shown as 'Schedule B' in the compromise petition is allotted to the plaintiff(Vijayan) in OS 82/2025.

10. It is hereby determined that the plaintiffs in OS No.81/2025 and OS No. 82/2025 shall pay the land tax and building tax on the property and that the plaintiffs shall have the right to carry out all kinds of purchases and sales, etc.,

with the share properties, and that there is no dispute or question between the parties. Perused the terms of the compromise petition. Terms are found lawful. This court is satisfied that compromise petition duly and reasonably protects the interest of the parties to the suit and in the given case, it is just and convenient to pass final decree at once. Therefore, I.A. No.4/2026 is allowed and compromise is recorded.

1. The property shown as 'Schedule A' in the compromise is allotted to the share of plaintiff in OS No.81/2025.
2. The property shown as 'Schedule -B' in the compromise is allotted to the share of the plaintiff in OS No.82/2025.
3. Based on the mediator's decision, it was decided to receive cash in lieu of the defendant's shares in the plaint schedule properties in OS 81/2025 and OS 82/2025. In the OS 81/2025 and OS 82/2025, the defendant's share is ₹2,20,000/- (Rupees Two Lakh and Twenty Thousand only), which has been deposited in a fixed deposit in account of the Canara Bank, Kuttippuram Branch.
4. Compromise petition(razi) shall forms part of the decree.
5. Parties shall produce non judicial stamp paper for engrossing final decree within two months from today. If the parties failed

to produce non judicial stamp paper as directed, the records shall be consigned to the record section.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 10th day of April, 2026).

MUNSIFF

Appendix : Nil.

MUNSIFF.

*Typed by : Krishnakumari V
Compared by :1. 2).*

Fair Judgment in OS 81/2025
Dated. 10-04-2026
