

IN THE COURT OF THE MUNSIFF OF ALATHUR

Present:- Sri.Binu.P., Munsiff, Alathur

Saturday 07th day of March, 2026
(16th day of Phalguna, 1947 S.E)

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ORIGINAL SUIT No. 24/2025

Krishnan. V., aged 68 years, S/o Veeran, residing at
Valiyakozhipadam Veedu, Chittilancherry Post, Alathur
Taluk, Palakkad District. } Plaintiff

Vs.

Prasanth.K., aged 42 years, S/o Krishnan, residing at
Valiyakozhipadam Veedu, Chittilancherry Post,
Alathur Taluk, Palakkad District. } Defendant

This suit is coming on this day for final hearing before me in the presence of Sri. T.N.Sabeesh, and Sri. Shahina.S., Advocates for the plaintiff and od Sri. P. Rajesh., Advocate for the defendant and this court passed the following.

J U D G M E N T

Suit for fixation of southern boundary of the plaint 'B' schedule property and also for permanent prohibitory injunction.

2. The plaintiff filed the suit for fixation of the southern boundary of the plaint schedule 'B' schedule property as per deed Nos.2081/1993 and 1422/2022 of SRO, Nemmara and also for permanent prohibitory injunction restraining the defendant and his men from trespassing or encroaching upon the plaint 'B' schedule property or causing any obstruction or disturbance to the peaceful possession and enjoyment of the same. Hence the suit.

3. On 17.01.2026 the matter was referred for mediation and on 02.03.2026 both parties submitted that the matter has been settled between the parties through mediation and filed mediation agreement as Mediation No.92/2026 dated 21.02.2026.

4. On going through the mediation statement I am satisfied that the matter has been settled before the mediator and the mediation agreement filed before the mediator is accepted. In view of the mediation agreement the suit is decreed.

In the result, the suit is decreed in terms of the mediation agreement as follows:-

- i. The plaintiff is at liberty to fix the southern boundary of the plaint 'B' schedule property with the assistance of Village Officer and put up fence through line so fixed.

- ii. The plaintiff is at liberty to construct any building or house in the plaint 'B' schedule property having an extent of 20 $\frac{3}{4}$ Cents at his own choice.
- ii. The defendant and his men are restrained by way of permanent prohibitory injunction trespassing or encroaching upon the plaint 'B' schedule property and also from causing any obstruction or disturbance to the peaceful possession and enjoyment of the same by the plaintiff.
- iii. The mediation agreement No.92/2026 dated 21.02.2026 shall form part of the decree.
- iv. The costs of suit shall be suffered by respective parties.

Dictated to the Confidential Assistant, transcribed by him, corrected and pronounced by me in open court this the 07th day of March, 2026.

Munsiff

APPENDIX : -NIL

Munsiff

Fair/Copy of Judgment

in O.S.24/2025

Dated : 07.03.2026