

IN THE COURT OF THE MUNSIFF, ADOOR

Present: Smt. Sherin Y. T., Munsiff.

Saturday the 18th day of October, 2025
26th day of Aswina, 1947 S. E.

I. A. No.1/2025 in O. S. No.92/2025

Between:-

V. Jayarajan,
S/o. Karunakaran, Shaila bhavan,
Mudiyoorkonam muri, Pandalam Village,
Adoor Taluk.

} Petitioner/Plaintiff

(By Adv. R. Vijayakumar)

And:-

T. K. Reghunath,
S/o. Karunakaran, Reghu Bhavanil,
Mudiyoorkonam muri, Pandalam Village,
Adoor Taluk.

} Respondent/ Defendant

(By Adv. V. S. Vijayan)

This petition coming on for final hearing on 18.10.2025 and on the same day the Court passed the following:

ORDER

This petition is filed under Order XXXIX Rule 1 of the Code of Civil Procedure.

2. *Petition averments, in brief, are as follows:* The plaint schedule property, measuring 12.74 Ares in Re-Survey Nos. 315/18-2, 315/18-3, and 315/44-1 of Pandalam Village, was settled in favour of the petitioner/plaintiff by his parents under Settlement Deed No.1739/2002 of Pandalam SRO. He has been in peaceful possession, paying land tax, residing there with his family, and cultivating about 45 rubber trees, besides maintaining a poultry shed, prayer room, and compound wall. On the eastern side of the plaint schedule property, the defendant once owned some land, which he had sold to his sister Vanaja. At

present, the defendant has no property adjoining or near the plaint schedule property. However, he is attempting to destroy the southern boundary of the property, including the compound wall and the poultry shed situated within the property. On 17.03.2025, the defendant, along with some men, trespassed into the property, attempted to dismantle the southern boundary wall and demolish the poultry shed, and threatened to cause further mischief. The plaintiff has a *prima facie* case and that the balance of convenience is in his favour. Hence, this petition is filed seeking a temporary injunction restraining the defendant from trespassing into the plaint schedule property, damaging its boundaries, cutting rubber trees, or committing any act of waste or mischief therein.

3. *The respondent filed an objection contending as follows:* The plaintiff, who has illegally constructed a poultry shed in the defendant's property, filed this petition merely to prevent its removal. The claim that the plaint schedule property has definite boundaries is false. The plaintiff's parents had allotted him 45 cents, out of which 13 cents were settled in favour of her son, leaving only 32 cents. However, the plaint schedule falsely shows 35.58 cents and includes portions not belonging to him, making the property unidentifiable. The second item and the defendant's eastern property lie as one undivided stretch without any boundary separation. The defendant actually owns 3.81 Ares (9.41 cents) in Re-Sy. No. 315/444. The plaintiff encroached upon this land and constructed a shed. On the defendant's police complaint, the Taluk Surveyor conducted a boundary survey on 27.12.2024 and fixed boundary stones. The plaintiff agreed to remove the encroachment within two months but failed to do so and thereafter filed this false case suppressing those facts. The alleged incidents on 14.03.2025 and 17.03.2025, as well as the claims of police warnings or threats to cut rubber trees, are all false and unsubstantiated. Vacating the ex parte injunction will not harm the plaintiff, but its continuance will cause irreparable loss to the

defendant. Hence, the balance of convenience lies in favour of the defendant, and the injunction petition is liable to be dismissed with costs.

4. The following points arise for consideration:

1. *Whether the plaintiff has a prima facie case in his favour?*
2. *Whether the balance of convenience is in favour of the plaintiff?*
3. *Whether irreparable loss, injury, or hardship will be caused to the plaintiff if injunction is not granted?*
4. *Whether the plaintiff is entitled to get a temporary injunction as prayed for?*
5. *What order is to be passed?*

5. On the side of the plaintiff, Exts. A1, A2, and C1 series were marked. On the side of the defendant, Exts. B1 to B5 were marked for reference.

6. Issue Nos. 1 to 5 : The plaintiff claims that the plaint schedule properties, having a total extent of 12.74 Ares in Re-Survey Nos. 315/18-2, 315/18-3, and 315/44-1, belong to him by virtue of Settlement Deed No. 1739/2002 executed by his parents, V.K. Karunakaran and Lekshmy, in his favour. Out of the property covered under the said deed, he had transferred 13 cents to his son, and the remaining 12.74 Ares constitute the plaint schedule property in the present suit.

7. In the objection filed by the defendant, it is contended that, as per the said settlement deed, the plaintiff obtained 35 cents of property as Item No.1 and 10 cents as Item No.2, having a total extent of 45 cents. Out of this, the plaintiff subsequently settled 13 cents in favour of his son, leaving only a balance extent of 32 cents in his possession. However, in the plaint schedule, the extent is shown as 10.36 Ares (25.58 cents) for Item No.1 and 4.05 Ares (10 cents) for Item No.2, making a total of 14.41 Ares (35.58 cents), which does not correspond with the actual extent remaining with the plaintiff.

8. The plaintiff produced a copy of Settlement Deed No.1739/2002 dated 28.08.2002, executed by V.K. Karunakaran and his wife Lekshmy in his favour. Ext. A1 comprises two items of property: Item No.1, measuring 14.16 Ares in Re-Survey Nos. 315/18-3 and 315/18-2, and Item No.2, measuring 4.05 Ares (10 cents) in Re-Survey No. 315/19. The plaintiff's case is that, out of the property covered under Ext. A1, he settled 13 cents in favour of his son, and the remaining extent is the property described in the plaint as Item Nos.1 and 2. He has also produced Ext. A2, a land tax receipt dated 14.03.2024, evidencing payment of tax for a total extent of 12.74 Ares (3.90 Ares in Re-Survey No. 315/18-2, 6.46 Ares in Re-Survey No. 315/18-3, and 2.38 Ares in Re-Survey No. 315/44-1).

9. It is to be noted that, while the plaintiff in the body of the plaint claims that the plaint schedule property measures 12.74 Ares, the extent mentioned in the schedule of property does not tally with this figure. However, this inconsistency has not been given much weight at this stage, as the actual extent of property is a matter to be established through proper survey and measurement during evidence.

10. The case of the plaintiff is that the defendant resides about 1½ kilometres north of the plaint schedule property and has been on inimical terms with the plaintiff for some time. According to the plaintiff, the defendant presently has no property on the immediate eastern side of the plaint schedule property. Though he once owned land on the eastern side, he had sold the same to his sister, and therefore, now has no property adjoining the plaint schedule property. The plaint schedule property contains about 45 rubber trees, each around 25 years old, and also includes a prayer room (*kuriyalla*), chicken coops, and compound walls. On the western and southern sides, the property is bounded by municipal roads, and along the southern boundary there is a laterite

stone wall about 3½ feet high demarcating the property from the road. The plaintiff alleges that while matters stood thus, the defendant attempted to remove the rubble stones from the southern boundary wall and also tried to demolish the chicken coops situated within the plaintiff schedule property.

11. In the objection, the defendant denied all the allegations raised by the plaintiff in the plaint. According to him, the plaintiff schedule property is not properly identifiable, and there is no distinct boundary separating Item No.2 of the plaintiff schedule property from the defendant's property on the eastern side, as both properties lie contiguously without demarcation. The defendant admits that he resides about 500 metres north of the plaintiff schedule property. He contends that the plaintiff's statement that he presently has no property on the eastern side is false.

12. The defendant asserts that he owns 7.86 Ares of property on the eastern side of plaintiff schedule Item No.2, out of which 4.05 Ares were sold to his sister Vanaja, situated on the eastern side running in a north-south direction. Thus, he still retains an extent of 3.81 Ares (9.41 cents) of land. The plaintiff, according to him, illegally constructed a chicken shed within this portion belonging to the defendant after demolishing the boundary markers separating their properties. The defendant states that he only demanded the removal of the shed unlawfully constructed in his property. Although he had taken steps to have both properties measured and surveyed, the process could not be completed due to obstruction caused by the plaintiff.

13. The defendant produced Exts. B1 to B5 in support of his contentions. Ext. B1 is the certified copy of Settlement Deed No.2458 dated 04.11.2006 executed by V.K. Karunakaran and his wife Lekshmy, the parents of the defendant, in favour of the defendant, relating to 7.86 Ares of property in Re-Survey No. 315/44. Ext. B2 is the certified copy of Sale Deed No.241 dated

03.02.2021 executed by T.K. Raghunathan, the defendant, in favour of Vanajakumari, pertaining to 4.05 Ares in Re-Survey No. 315/44-4. Ext. B3 is the land tax receipt dated 23.04.2025, showing payment of land tax by the defendant for properties having a total extent of 18.53 Ares — 2.98 Ares in Re-Survey No. 307/6-2, 2.14 Ares in Re-Survey No. 307/5-1, 9.60 Ares in Re-Survey No. 308/9, and 3.81 Ares in Re-Survey No. 315/44-4. Ext. B4 series are letters issued by the Revenue Inspector, Taluk Surveyor, and Town Surveyor informing both the plaintiff and the defendant that the property in Re-Survey No. 315/44-4 would be measured and surveyed. As per Ext. B4, the date of measurement was fixed as 16.05.2023; Ext. B4(a) shows the date as 16.12.2023; and Ext. B4(b) shows the final date of measurement as 27.12.2024. Ext. B5 is the certified copy of Settlement Deed No.65 dated 13.01.2023 executed by V. Jayarajan, the plaintiff, in favour of his son, Ananthu J., in respect of 5.47 Ares of property in Re-Survey Nos. 315/18-2, 315/18-3, and 315/44-1. Ext B1 to B3 *prima facie* shows that the defendant is having property on the eastern side of the plaint schedule property .

14. The Ext. C1 series *prima facie* supports the plaintiff's case that the plaint schedule property has well-defined boundaries on its southern, western, and northern sides. It is stated in Ext. C1(a) Mahazar that the plaintiff resides in the plaint schedule property with his family and that there are three chicken coops, a biogas plant, a large chicken shed, and another shed adjacent to it. There is also a separate shed used for storing chicken feed, and a *kuriyalla* (prayer room) where the plaintiff offers prayers. It is further recorded that the western and southern sides of the plaint schedule property are bounded by municipal roads; the eastern side is bordered by the property of "Mannath," and the northern side by "Kilannayyathu Parayidam." A basement structure exists on the western side, and the boundary wall runs east–west from the southern side of

the municipal road. However, on the eastern side of the plaint schedule property, there is no wall demarcating the boundary in the north–south direction, though on the northern side there exists a boundary wall in certain portions. No compound wall has been constructed separating the plaint schedule property from “Mannath Purayidam.”

15. In Ext. C1(b) Rough Sketch, the municipal road is shown on the western and southern sides, the Mannath property on the eastern side, and Kilannayyathu property on the northern side. The biogas plant, chicken coops, chicken shed, and other sheds are depicted on the eastern side of the plaintiff’s house, along with rubber trees.

16. It is also noted in Ext. C1(a) Mahazar that there are three boundary stones—one at the south-eastern corner, one at the middle portion, and one at the north-eastern corner—and these are also shown in the corresponding rough sketch.

17. From the Ext. C1 series, it can therefore be seen that the plaint schedule property has clear boundary features on its northern, southern, and western sides and is *prima facie* identifiable without any difficulty.

18. Exts. A1 and A2 *prima facie* establish that the plaintiff is in possession and enjoyment of the plaint schedule property. The exact extent of the property, and whether the defendant’s allegation that the chicken coops was constructed encroaching upon his land is true, can be determined only after a detailed survey and measurement of both properties. At present, Exts. A1 and A2 *prima facie* show that the plaint schedule property belongs to the plaintiff, and the Ext. C1 series confirms that the property is identifiable, containing within it the chicken coops, an additional shed, and a biogas plant.

19. The case of the plaintiff is that, on the morning of 17.03.2025, the defendant, along with a few others, trespassed into the plaint schedule property,

attempted to remove the rubble stones forming part of the southern boundary wall, and also tried to demolish the chicken shed situated therein. The plaintiff and local residents intervened and prevented the defendant's unlawful acts, upon which the defendant allegedly challenged that he would demolish the shed standing in the plaint schedule property. It is true that the defendant, in his objection, has denied these allegations. However, at this stage, there is no reason to disbelieve the version stated by the plaintiff in his affidavit. Accordingly, I find that the balance of convenience is in favour of the plaintiff, and that if the injunction is not granted, he will suffer irreparable injury. Therefore, I hold that the plaintiff is entitled to the temporary injunction as prayed for, and the points are found in his favour.

In the result, the I.A. is **allowed**. The defendant, and anyone claiming under him are restrained by a temporary injunction from trespassing upon the plaint schedule property, from demolishing its boundaries, from demolishing the chicken shed standing therein, from cutting and removing the rubber trees, and from committing any act of waste in the plaint schedule property.

Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this, the 18th day of October, 2025.

Sd/-
SHERIN Y. T.,
MUNSIFF

Appendix:-

Exhibits marked for the plaintiffs:-

- | | | |
|-----------------|---|---|
| A1 - 28.08.2002 | - | Settlement deed No.1739/2002 of SRO, Pandalam. |
| A2 - 14.03.2024 | - | Land tax receipt No.KL0301130 1401/2024 issued from Village Office, Pandalam. |

Exhibits marked for the defendant:-

- B1 - 04.11.2006 - Certified copy of settlement deed No.2458/1/06 of SRO Pandalam.
- B2 - 03.02.2021 - Certified copy of Sale deed No.241/1/2021 of SRO, Pandalam.
- B3 - 23.04.2025 - Land tax receipt No.KL03011303302/2025 issued from Village Office, Pandalam.
- B4 - Letter issued by Revenue Inspector/ Taluk Surveyor/ Town Surveyor.
- B4(a) - Letter issued by Revenue Inspector/ Taluk Surveyor/ Town Surveyor.
- B4(b) - Letter issued by Revenue Inspector/ Taluk Surveyor/ Town Surveyor.
- B5 - 13.01.2023 - Certified copy of settlement deed No.65 of SRO, Pandalam.

Court Exhibits marked:-

- C1 - 29.03.2025 - Report prepared and submitted by Advocate Commissioner, Athul Krishna S.
- C1(a) - 19.03.2025 - Mahazar prepared and submitted by Advocate Commissioner, Athul Krishna S.
- C1(b) - 19.03.2025 - Rough Sketch prepared and submitted by Advocate Commissioner Athul Krishna S.

Id/-
MUNSIF

Typed by: Manu Compared by:

Fair Order in
I. A. No.1/2025 in
O. S. No.92/2025
Dated:18.10.2025