

IN THE COURT OF THE SUBORDINATE JUDGE, IRINJALAKUDA

Present:- Rema R K, Principal Sub Judge

Tuesday, the 2nd day of June, 2026/12th Jyeshtha, 1948 SE**OS 137/2015****PLAINTIFFS**

1	ALINA ANDREW, aged 50, D/o Davis, Keettickal House, Kombara desom, Irinjalakuda Village now residing at W/o Andrew, M.D. Tone Paradise, Flat no.102, Opposite Navagaon St.Louis Church, Dahisar West, Mumbai-400068 represented by Power of Attorney Holder Devassykutty, aged 67, S/o Poulouse, Parakkal House, Kottenallur desom, Mukundapuram Taluk
2	INA THOMAS, aged 46, D/o Davis, Keettickal House, Kombara desom, Irinjalakuda Village, Now residing at Viswakarma Apartments, Marol Bazar road, Opposite Hanuman Mandir, 2 nd Floor, Room No.5, Andheri West, Mumbai represented by Power of Attorney Holder Devassykutty, aged 67, S/o Poulouse, Parakkal House, Kottenallur desom, Mukundapuram Taluk

By Adv. K Saji

DEFENDANTS

1	ANTONY DAVID, aged 43, S/o David, Keettickal House, Kombara desom, Irinjalakuda Vilalge, Mukundapuram Taluk
2	RUBINA (Died), aged 48, D/o David, Keettickal House, Kombara desom, Irinjalakuda Village, Mukundapuram Taluk W/o Sunil, Pacheri House, Kombara, Irinjalakuda desom, Irinjalakuda Village, Mukundapuram Taluk
3	MARINA, aged 52, D/o David, Keettickal House, Kombara desom, Irinjalakuda Village, Mukundapuram Taluk W/o Devassikutty, Parakkal House, Kottenallur desom, Village, Mukundapuram Taluk

4	SARATH SUNILKUMAR, S/o Sunilkumar, Pachery House, Kombara East, Kombara desom, Irinjalakuda Village, Mukundapuram Taluk
5	SARANYA RAHUL, Vallidath House, Pandanad North P O, Alappuzha District

D4 and D5 are impleaded and plaint amended as per order in IA 12/2023 dated 10/10/2023.

D1- By Adv. K Gopinadhan D4,5- By Adv. K R Shaju

This suit having come up before me for final hearing on 30/5/2026 in the presence of counsels for both sides and stood over to this day for consideration the court delivered the following :

JUDGMENT

Suit is for partition.

2. The plaint averments in brief are as follows: The plaintiffs and defendants are siblings and are the children of late David Keettickal and Lilly Keettickal. The parties profess the Christian faith. Late David Keettickal died intestate in the year 1993 and his wife, Lilly Keettickal, also died intestate in the year 2014. Items Nos. 1, 2 and 3 of the plaint A schedule properties belonged to late David Keettickal by virtue of Deed Nos. 45/1975 and 91/1975 of SRO, Irinjalakuda. The

plaint B schedule property belonged to late Lilly Keettickal by virtue of Deed No. 777/1975 of Vadakkumkara Sub Registrar Office. Plaint C schedule consists of a fixed deposit amount of ₹6,25,000/- standing in the name of Lilly Keettickal. Apart from the plaintiffs and defendants, David and Lilly had another daughter, namely Margaret. However, Margaret died unmarried (spinster). Upon the demise of David and Lilly, the plaint schedule properties devolved upon their legal heirs, namely the plaintiffs and defendants. According to the plaintiffs, Lilly Keettickal had been suffering from serious mental illness from the year 2008 onwards and was undergoing treatment. Her right hand was paralysed and she was not even capable of speaking. She had undergone treatment at Jubilee Mission Hospital, Thrissur and Kusumagiri Hospital, Ernakulam. Due to her illness, she allegedly lost her sound disposing capacity from the year 2008 onwards and, therefore, she died intestate without executing any valid document. The plaintiffs demanded partition of the plaint schedule properties and sought allotment of their 2/5 share. However, the defendants did not accede to the said demand and contended that Lilly Keettickal had assigned her share in favour of the first defendant. Hence, the suit has

been instituted for partition of the plaint schedule properties and for setting apart the plaintiffs' 2/5 share in their favour, together with future mesne profits. The plaintiffs further contend that, apart from the plaint schedule properties, there are other partible assets including shares in Colgate Palmolive, provident fund amount, pension amount and deposits in Canara Bank standing in the name of deceased David Keettickal. Since the particulars of those assets are not presently available, the same have not been included in the schedule. Hence, the suit.

3. Notice was given to the defendants and the first defendant filed a written statement taking the following contentions: The first defendant denied all plaint averments except those specifically admitted. He denied that the plaint schedule properties are jointly owned by the plaintiffs and defendants and further denied that plaint C schedule property belonged to deceased Lilly. The allegations that Lilly had been undergoing treatment for serious mental illness from the year 2008, that her right hand was paralysed, that she lacked mental and physical disposing capacity, and that she died while undergoing treatment were also specifically denied. The defendant further denied that Lilly died intestate. According to the

first defendant, after the death of their father David, in the year 2005, the plaintiffs, defendants and their mother Lilly entered into a family settlement through the mediation of Antu, son of Keettickal Lonappan. Under the said settlement, it was decided that a sum of ₹4,00,000/- would be given to the second plaintiff for purchasing a flat at Mumbai. It was also agreed that the first defendant would purchase a house with four cents of land near the family house at Kombara on behalf of second defendant and, an, amount of ₹4,00,000/- each would be paid to the first plaintiff and the fourth defendant as and when required by them. It was further agreed that the first defendant, being the sole male child of David and Lilly, would take care of their mother Lilly and, in consideration thereof, the entire property would devolve upon him. It was also decided that the plaintiff No.1 and defendant No 2 would execute release deeds relinquishing their shares in favour of the first defendant. In implementation of the family settlement, the first defendant allegedly paid ₹2,00,000/- to the second plaintiff in the year 2007 for purchasing a flat at Mumbai. Apart from that, the first defendant also stood as security for a loan availed by Thankachan from SIB Branch, Mumbai. The second plaintiff had also promised to execute a release deed during her visit to her native place. Pursuant to the

family arrangement, the first defendant purchased four cents of property situated in Pullur Village under Deed No. 3735/2006 of SRO, Irinjalakuda, and consequently the second defendant executed a document in favour of the first defendant on 20.12.2006. Thus, according to the 1st defendant, the family settlement had already been acted upon. Further, on 24.09.2011, Devassi Kutty, husband of the third defendant, executed a release deed in favour of the first defendant and received ₹6,32,710/-. The third defendant also executed a release deed relinquishing her 2/15 share over 10.93 Ares of property through her husband and undertook to execute release deeds concerning the remaining properties after completion of her husband's treatment for psoriasis. The first defendant further contended that although he offered ₹4,00,000/- to the first plaintiff during the first death anniversary of their mother Lilly, she did not accept the amount and informed him that she would receive it at the time of constructing a house in her native place. Therefore, according to the first defendant, the plaint schedule properties are not available for partition in view of the family settlement. It is further contended that the family settlement is expressly referred to in Release Deed No. 3089/2011 and Release Deed No. 2284/2011 of SRO, Irinjalakuda executed by the 3rd defendant. Further, in

the document dated 20.12.2016 prepared by Biju Anjeri in the presence of mediator Antu and Sanil Kumar, husband of the second defendant, the family settlement was allegedly admitted. The first defendant also asserted that Lilly was of sound disposing capacity and capable of taking decisions until shortly before her death in the year 2014. She was directly dealing her financial affairs including bank transactions and chit transactions. She executed deeds in the year 2011, both at Irinjalakuda and Vadakumkara SRO. Further, she executed a registered power of attorney in the year 2012.

4. On 01.08.2013, the first defendant had started a business of manufacturing cans and the mother Lilly actively participated in the inauguration ceremony. Further, during 2014, she applied for Electoral Identity Card and obtained the same. Mother Lilly executed the release deed bearing No. 3185/2011 of SRO Vadakumkara by assigning her 1/3 share over Item No. 2 of plaint A schedule and another release deed bearing No. 3089/2011 in the name of first defendant for lawful consideration reserving her right to reside in the house situated in the property. Item No. 3 of plaint A schedule belonged to father David and on his demise with the consent of both the plaintiffs and defendants, the share

of the flat was transferred to the name of mother Lilly and subsequently she assigned the flat in the name of first defendant by virtue of Power of attorney bearing number 879/2011 of SRO Andheri. She also executed another power of attorney bearing number 160/2012 in the name of defendant no. 1 for registering a gift deed of the flat in the name of defendant no. 1 and subsequently gift deed bearing number 5517/2012 of SRO Andheri is executed and thereafter the flat now stands in the exclusive ownership of first defendant. He is paying the society share, maintenance bill and all other taxes in his own name. Item number 1 of plaint B schedule belonged to Lilly and she assigned the same to the first defendant by virtue of Deed bearing No. 3184/2011 of SRO Vadakumkara. All the deposits belonged to Lilly and David including plaint C schedule were renewed and withdrawn by Lilly herself during her lifetime. By virtue of the family settlement, only the defendant no. 1 has right over plaint A and B schedule properties and either the plaintiffs or defendant no. 2 and defendant no. 3 had no partible interest over the plaint schedule properties and hence the defendant no. 1 prays to dismiss the suit with his costs.

5. Defendant no. 2 and defendant no. 3 filed written statement

admitting the plaint claim.

6. The additional 4th defendant filed a written statement denying all the averments in the plaint except those specifically admitted. According to the additional 4th defendant, they were impleaded as a party pursuant to an application filed by the plaintiffs under Order I Rule 10(2) of the Code of Civil Procedure, without affording them an opportunity to file objections. It is contended that the additional 4th defendant, Bharatiya Vidya Bhavan, has been functioning since 1992 with CBSE affiliation and is a reputed educational institution. According to them, the 4th defendant is neither a necessary nor a proper party to the suit and their presence is not required for the effective and final adjudication of the matter. Therefore, it is contended that the suit suffers from misjoinder of parties. It is further alleged that they were impleaded only with the intention of tarnishing their reputation in society. The additional 4th defendant further contended that they had purchased 1 acre and 24 cents of property by virtue of Deed No. 537/1993 from Puthiyadathu Ammini Amma and others. The said property is situated in Velukara Village in Survey No. 30 and lies on the eastern boundary of Item No.1 of the plaint A schedule property. They also purchased an additional extent of 84 cents under three other deeds from the

said Ammini Amma. Subsequently, they acquired the school building and have been conducting the school from the year 1993 onwards. It is further stated that there existed a permanent basement and barbed-wire fencing separating the school property from the property belonging to Keettickal Davis and, subsequently, the said fencing was converted into a compound wall. It is also contended that the property of the additional 4th defendant lies at a level higher by about 3 to 4 feet than Item No.1 of the plaint A schedule property. Though the total extent of property purchased by them was 1 acre and 24 cents, at present they are allegedly in possession of only 119.4 cents. It is further contended that the property was purchased under the provisions of the Societies Registration Act and the Bombay Public Trust Act in the name of Subrahmanyam and in the name of Munshi Sadan, Munshi Marg, K.M. Munshi. Hence, according to them, they are the holders of marketable title over the said property and the additional 4th defendant has no transferable right over the same. Therefore, contending that they were impleaded only to tarnish their reputation, the additional 4th defendant prayed for dismissal of the suit with compensatory costs.

7. As per order in I.A.4/2022 dated 04.07.2022, the plaintiff was given permission to withdraw the suit against D4, with liberty to file one

on the same cause of action and hence suit against D4 is dismissed as withdrawn.

8. During the pendency of the suit, the second defendant died and her legal heirs were impleaded as additional fourth and fifth defendants. They filed a written statement in tune with that of defendant no. 2.

9. Based upon the above pleadings, the following issues were settled for trial:-

1. Whether the plaint schedule properties are partible? If so, what will be the share to which the parties are entitled to?
2. Whether the parties are entitled to separate possession of their shares?
3. Reliefs and costs?

10. Evidence consists of oral evidence of PWs 1 to 3 and DWs 1 to 13. On the side of plaintiffs, Exhibits A1 to A9 were marked and on the side of defendants, Exhibits B1 to B21 were marked. Third party documents were marked as Exhibit X1 to Exhibit X6.

11. **Issue No.1 & 2:-** The evidence on the side of the plaintiffs consists of the examination of the power of attorney holder of the first plaintiff as

PW1. PW1 filed an affidavit in lieu of examination-in-chief in tune with the averments contained in the plaint. According to the plaintiffs, they and the defendants are the children of deceased David Keettickal and Lilly Keettickal and both of them died intestate. It is their case that the plaint A schedule properties belonged to David Keettickal by virtue of Deed Nos. 45/1975 and 91/1975 of SRO, Irinjalakuda, whereas plaint B schedule property belonged to Lilly by virtue of Deed No. 777/1975. In support of their case, the plaintiffs produced Ext.A1, Deed No. 777/1975, Ext.A2, the certified copy of Deed No. 45/1975, and Ext.A3, the certified copy of Deed No. 91/1975. The power of attorney dated 02.07.2016 was marked as Ext.A4. Apart from the above properties, the plaintiffs contended that an amount of ₹6,25,000/- standing in the name of deceased Lilly with KSFE forms part of the plaint C schedule property. According to them, the plaint A, B and C schedule properties are partible and the plaintiffs are entitled to 2/5 shares each.

12. To establish that Lilly David was suffering from mental illness, the plaintiffs examined PWs 2 and 3. PW2, a doctor attached to Mental Health Centre, Kusumagiri, Kakkanad, deposed that he had treated Lilly David in the year 2008 for schizophrenia. According to him, Lilly

David was suffering from chronic schizophrenia with a history of illness spanning about 40 years and that the disease was incurable. He further deposed that Lilly David was admitted on 14.06.2008 and was discharged only on 24.09.2008. Ext.X1 is the photocopy of the certificate issued by PW2. PW3, the Chief Medical Officer attached to Jubilee Mission Hospital, Thrissur, produced Ext.X2 certificate issued from the said hospital.

13. On the other hand, the contention raised on behalf of the first defendant is that Lilly David had executed release deeds and assignment deeds during her lifetime, i.e, Exts. B4, B5, B6, and B20. It was argued that although the execution of the said documents was specifically pleaded in the written statement, the plaintiffs had not filed any replication challenging the validity of the said documents or contending that they are void. Hence, according to the defendant, there was no necessity to independently prove the validity of those documents. It was further contended that Lilly David was capable of executing documents and was independently operating her bank account during her lifetime. According to the defendant, the general presumption under law is that every person is sane and insanity is an exception. Therefore, the burden lies entirely upon the

plaintiffs to establish that Lilly David was of unsound mind at the time of execution of the documents.

14. The plaintiffs heavily relied upon the evidence of PW2 to establish that Lilly was suffering from chronic illness. PW2, the Chief Psychiatrist attached to the Mental Health Centre, Kusumagiri, Kakkanad, deposed that he had treated Lilly David for schizophrenia. According to him, as per the available records, Lilly had a history of schizophrenia for the previous 40 years and that the illness was chronic in nature. He further deposed that Lilly was admitted in their hospital on 14.06.2008 and was discharged on 24.09.2008, and Ext.X1 is the copy of the discharge summary. The plaintiffs also relied upon the evidence of PW3, the Chief Medical Officer of Jubilee Mission Hospital. PW3 deposed that Lilly had undergone treatment at Jubilee Mission Hospital for cerebrovascular accident (stroke).

15. It was argued by the learned counsel for the plaintiffs that PW3 had also deposed that patients affected by cerebrovascular accident may have reduced mental capacity. Therefore, according to the plaintiffs, there is sufficient evidence to establish that Lilly did not possess sound

disposing capacity at the time of execution of the testamentary documents. In addition to the above, it was contended that the documents relied upon by the defendants are vitiated by suspicious circumstances. According to the plaintiffs, the earlier counsel for the first defendant had prepared all the deeds relied upon by the defendants. It was further argued that the settlement deed has not been duly proved by examining the attesting witnesses, further, there is no witness to Ext B20, the gift deed.

16. On the other hand, the learned counsel for the defendants argued that there is no specific pleading in the plaint seeking a declaration that the documents are null and void. Therefore, according to them, the defendants were not bound to prove the execution of those documents. In support of their contention, reliance was placed on the decisions reported in *Sherly D” Souza V. Marie Celine D”souza(2024 KHC 704)*. It is worthwhile to note that though PW2 deposed that Lilly had a history of schizophrenia for the last 40 years and that the illness was chronic, the evidence adduced on the side of the defendants indicates that she was continuing her day-to-day affairs and independently managing her personal and financial matters. From the evidence of DW2 and DW3, it has been brought out that Lilly was employed at Colgate Palmolive Company and

continued in service till she took voluntary retirement. Their evidence further shows that even after the death of David, she continued to reside independently in her flat at Mumbai and shifted to her native place at Kombara only in the year 2001. The evidence of DW4, the ration shop licensee, shows that Lilly had been purchasing articles from her shop during the period from 2001 to 2014. The evidence of DW5 further establishes that Lilly had entrusted him with the construction of a building in her property and that she was personally supervising and managing the construction activities.

17. The defendants also examined DW9, the Head of the Department of Neurology at Jubilee Mission Hospital. DW9 deposed that Lilly had undergone treatment in the said hospital and that, at the time of discharge, it was recorded in the discharge summary that she was mentally sound and healthy. Ext.B16 is the certificate issued by DW9. He further stated that he had communicated with Lilly in Malayalam, English and Hindi. The defendants further examined DW6, the Advocate who prepared Exts.B1 to B6 documents. DW6 deposed that Lilly personally approached him for the preparation and execution of Ext.B1 document. According to him, Ext.B3 is the Power of Attorney executed by Lilly in favour of the 1st

defendant and that Lilly had instructed him to prepare the said document in connection with the assignment of the flat situated at Mumbai in favour of the 1st defendant. Ext.B4 is the release deed executed by Lilly in favour of the 1st defendant, Ext.B5 is another release deed whereby Lilly assigned her share in favour of the 1st defendant and Ext.B6 is the settlement deed executed by Lilly in favour of the 1st defendant. DW6 categorically deposed that Lilly was in a normal state of mind when she visited his office and gave instructions for the preparation and execution of the documents. DW10, the Sub Registrar of Vadakkumkara, deposed that Exts.B5 and B6 were registered by him. DW11, the Sub Registrar of Irinjalakuda, deposed that Exts.B2, B3 and B4 were registered before him. Both DW10 and DW11 deposed that the documents were registered in accordance with law. Therefore, notwithstanding the evidence of PW2 regarding the history of schizophrenia, the oral and documentary evidence adduced on the side of the defendants indicates that Lilly was independently managing her affairs, executing documents, supervising construction activities and interacting with various persons in the ordinary course of life. The evidence also indicates that she actively participated in the execution and registration of Exts.B4 to B6. Hence, the mere existence

of a history of schizophrenia by itself cannot be treated as sufficient to conclude that Lilly lacked testamentary or dis-positive capacity at the relevant time, unless it is specifically established that she was incapable of understanding the nature and consequences of her acts at the time of execution of the documents in question. On the basis of the evidence of DW6, DW10 and DW11, I hold that, that the defendant succeeded in proving that Lilly executed Exts.B4 to B6 while possessing sound disposing capacity.

18. The defendants further contended that the plaint schedule properties are not available for partition because there had already been a family settlement regarding devolution of the properties. According to the 1st defendant, the family arrangement had been acted upon and, pursuant thereto the third defendant transferred her 2/15 shares in favour of the 1st defendant through Ext.B2 release deed. By Ext.B4, Lilly David assigned her 1/3 share in favour of the 1st defendant. Ext.B5 is stated to be the release deed executed by Lilly David assigning her 1/3 share in respect of the concerned plaint schedule item in favour of the 1st defendant. Ext.B6 is the settlement deed executed by Lilly David in favour of the 1st defendant, wherein specific reference is made to the family settlement. To substantiate

the plea of family arrangement, the defendants examined DW2, the paternal uncle of the parties, who was stated to be a witness to the settlement. DW2 deposed that in the year 2005 a family settlement had taken place between Lilly and her children in his presence.

19. DW3 is the maternal uncle of the parties. He deposed that he has knowledge regarding the family settlement which took place in the year 2005 in the house of plaintiff and defendant. He also deposed that as per the terms of family settlement, the 1st defendant had paid Rs.4,00,000/- to the 2nd plaintiff to purchase a flat at Mumbai and also purchased 4 cents of properties along with a house therein to the 2nd defendant. According to the first defendant, Exhibits B1, B3, B4, B5 and B6 would establish that a family settlement had been arrived at among the plaintiffs, defendants 2 and 3, and Lilly, whereby all of them agreed that the disputed property would be assigned in favour of the first defendant. It is further argued that DW2, the paternal uncle of both the plaintiffs and the defendants, deposed that the family settlement was effected in his presence. According to the defendants, the oral family settlement has been satisfactorily proved through the oral and documentary evidence on record and that the same has already been acted upon by the parties.

20. It is worthwhile to note that, although the evidence of DW2 and Exhibit B2 indicated the existence of an oral family arrangement among the parties, the first defendant failed to establish the precise terms of such settlement. The alleged terms were vague and inconsistent with the pleadings. Exhibit B2 revealed only that the third defendant had executed a release deed in favour of the first defendant in respect of her 2/15 share in Item No. 2 of the plaint A schedule property. While the written statement alleged that the first defendant was required to pay ₹4,00,000/- to the third defendant under the family settlement, Exhibit B2 disclosed a consideration of ₹6,32,710/-. Moreover, the alleged settlement was stated to have taken place in 2005, whereas Exhibit B2 was executed only in 2011. No steps were taken by the first defendant to obtain release deeds from the third defendant in respect of the remaining plaint schedule properties, and apart from Exhibit B2, no documentary evidence was produced to demonstrate that the alleged family settlement had been acted upon. Thus, I hold that, the first defendant had failed to prove either the exact terms of the oral family settlement or that it had been implemented. The first defendant further contended that Exhibits B4, B5, B6 and B20 were registered documents and that, since the plaintiffs had not filed a

replication specifically challenging their validity, he was not required to prove their genuineness. The plaintiffs, on the other hand, maintained that the documents were void, as Lilly lacked the mental capacity to execute them. It is already found that the plaintiffs had failed to establish that Lilly was incapable of executing Exhibits B4, B5 and B6 at the relevant time. Since those documents were registered instruments and their execution and registration were duly proved through the evidence of DW10, I hold that Exhibits B4, B5 and B6 to be valid and binding.

21. Now regarding Ext B20 - A gift deed allegedly had been executed by the first defendant as the power-of-attorney holder of Lilly in favour of himself. Thus, although acting in different capacities, the donor and donee were effectively the same person. A gift deed is a compulsorily attestable document, yet Exhibit B20 did not contain the signatures of any attesting witnesses. On these grounds, I hold that, Exhibit B20 is patently null and void. With regard to the plaint C schedule property, although partition had been sought, no evidence was adduced in support of the claim relating to that property. Consequently, no relief could be granted in respect thereof.

22. On an overall consideration of the evidence, I hold that, that

Items 1 and 2 of the plaint A schedule property, excluding the one-third share validly assigned by Lilly to the first defendant, remained available for partition. Item No. 3 of the plaint A schedule property is also found partible. However, Plaint B Schedule Item No. 1 is not partible, by virtue of ExtB6 deed. Thus, issue No. 1 and 2 are answered accordingly.

23. **Issue No.3:-** In the result, a preliminary decree for partition is passed as follows:

1. Item Nos. 1 and 2 of the plaint A schedule property, excluding the properties covered by Exhibits B4 and B5, shall be divided into five equal shares.
2. The plaintiff and defendants 1 to 3 are entitled to $\frac{1}{5}$ each share.
3. In respect of Item No. 2 of the plaint A schedule property, since the 3rd defendant has assigned her share therein, the 1st defendant shall be entitled to $\frac{2}{5}$ shares, and the plaintiffs, and 2nd defendant shall each be entitled to $\frac{1}{5}$ th share in the remaining property.
4. Item No. 3 of the plaint A schedule property shall be divided into five equal shares, and the plaintiffs and defendants 1 to 3 shall each be entitled to $\frac{1}{5}$ th share therein.
5. The parties shall be entitled to separate possession of their respective

shares on payment of the requisite court fee.

6. The share of second defendant will be allotted to D4 and D5 (being her legal heirs)
7. As the suit is one for partition, the costs shall come out of the estate.
8. The parties are directed to take appropriate steps under Order XX Rule 18 of the Code of Civil Procedure for the passing of the final decree.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in the Open Court, this the 2nd day of June, 2026).

Sd/-
Rema R K
Principal Sub Judge

APPENDIX

Plaintiffs' Witness

PW1	11/7/2023	Devassykutty
PW2	25/5/2023	Dr.Kuruvila Thomas
PW3	25/8/2023	Dr. M K Aelias

Plaintiffs' Exhibits

Ext.A1	12/5/1975	Certified copy of Deed No.777/1975 of SRO Vadakkumkara
Ext.A2	8/1/1975	Certified copy of Deed no. 45/1975 of SRO Vadakkumkara
Ext.A3	23/1/1975	Certified copy of Deed No. 91/1975 of SRO Irinjalakuda

Ext.A4	2/7/2016	Power of Attorney of Ina to Alina
Ext.A5	8/3/2021	Power of Attorney of Alina to Devassykutty
Ext.A6	22/6/2012	Photocopy of Application from Lilly Keetical David for NOC to Mumbai Society
Ext.A7		Photocopy of Resignation Letter by Lilly Keetical David to Mumbai Society
Ext.A8	22/6/2012	Photocopy of Possession letter by Lilly Keetical David to Mumbai Society
Ext.A9		Form No.20(1) by Lilly (A form of notice of intention of the member to transfer the shares and interest in the property of the society)

Defendant's Witness

DW1	19/6/2024 22/7/2024 5/4/2025	Antony David
DW2	9/8/2024	Anto
DW3	13/8/2024	Sunny P V
DW4	16/8/2024	Vimaladevi
DW5	24/8/2024	K N Raghavan
DW6	5/12/2024	Thomson Michael
DW7	19/12/2024	Jismon Jose
DW8	6/1/2025	Premnath P S
DW9	15/2/2025	Dr.Fiju Chacko
DW10	27/2/2025	Grace Rita Pereira
DW11	27/2/2025	Shajakumaran
DW12	5/8/2025	Tomy Joseph
DW13		Dr. P K Rajagopalachari, Superintendent of Modern Hospital

Defendant's Exhibits

Ext.B1	13/4/2011	Irrevocable Power of Attorney
Ext.B2	24/9/2011	Certified copy of Release Deed No. 2284/11 of SRO Irinjalakuda
Ext.B3	1/6/2012	Certified copy of Deed No.160/12 of SRO Irinjalakuda

Ext.B4	12/12/2011	Certified copy of Deed No.3089/2011 of SRO Irinjalakuda
Ext.B5	12/12/2011	Certified copy of Deed No.3185/I/2011 of SRO Irinjalakuda
Ext.B6	12/12/2011	Certified copy of Deed No.3184/I/2011 of SRO Irinjalakuda
Ext.B7	20/12/2006	Original Karar
Ext.B8		Ration Card No.1843021517
Ext.B9	10/1/2011 to 31/12/11	Account Statement of Bank of Maharashtra
Ext.B10		South Indian Bank Account Pass Book
Ext.B11		Canara Bank Account Pass Book
Ext.B12	16/3/2016	Tax Receipt No.6662128
Ext.B13	16/3/16	Tax Receipt No.6476191
Ext.B14	16/3/2016	Tax Receipt No.6476192
Ext.B15	27/2/2023	Tax Receipt No.KL08034800336/2023
Ext.B16	19/4/2012	Medical report issued by Dr. Fiji Chacko to Mrs.Lilly
Ext.B17	7/10/2011	Certificate issued by Dr. K K Subramanian to Smt.Lilly David
Ext.B18	23/3/2017	Receipt issued from Khernagar Suryodaya Cooperative HSG Society Ltd. Bill No. 596
Ext.B19	27/1/2018	Receipt issued from Khernagar Suryodaya Cooperative HSG Society Ltd. Bill No. 764
Ext.B20	20/6/2012	Gift Deed No. 5517/2012 of Andheri SRO
Ext.B21	13/9/2001	POA issued by Lilly David to the son Antony K David

3rd party Exhibits

Ext.X1	15/6/2015	Medical Certificate from Kusumagiri Hospital Kakkanad
Ext.X2	17/6/2015	Medical Certificate from Jubilee Mission Hospital, Thrissur
Ext.X3		Account Statement of Account No. 0463053000015839 of South Indian Bank Christ Nagar, Irinjalakuda Branch

Ext.X4 Account Statement of Account No.
10816188639 of State Bank of India,
Irinjalakuda Branch
Ext.X5 Copy of Treatment records of Lilly from
Kusumagiri Health Centre Kakkanad
Ext.X6 Delivery Admission diary of Modern Hospital
Kodungallur

//True copy// Id/-
Principal Sub Judge
B/o

Sheristadar

copied by:tk
compared by