

IN THE COURT OF THE MUNSIFF, CHALAKUDY

Present : Parvathy Vijayan, Munsiff, Chalakudy.
Tuesday, the 31st day of March, 2026/17th Chaithra, 1947

O.S.485/2022

Plaintiff:-

Vijayan, Aged 63, S/o Koppiveettil Late Velayudhan,
Palapilly Desom, Meloor Village, Chalakudy Taluk

By Adv. Jayathi R.

Defendants:-

1. Janaki, Aged 85, W/o Koppiveettil Late Velayudhan,
Palapilly Desom, Meloor Village,
Chalakudy Taluk
2. Pracharan, Aged 54, S/o Koppiveettil Late Velayudhan,
North Elamchery Desom, Koratty Kizhakkumuri Village,
Chalakudy Taluk
3. Aravindhakshan, Aged 66, S/o Koppiveettil Late Velayudhan,
Palapilly Desom, Meloor Village, Chalakudy Taluk
4. Chandran @ Surendran, Aged 57, S/o Koppiveettil Late
Velayudhan, Palapilly Desom, Meloor Village,
Chalakudy Taluk
5. Thanka, Aged 60, W/o Chambannukkaraveetti Late Raghavan,
Perumbi Desom, Koratty Kizhakkumuri Village, Chalakudy Taluk.

By Adv. M.D. Shaju

This suit is come up before me hearing on this day, the court passed the following :-

J U D G M E N T

Suit is for permanent prohibitory injunction.

2. Plaintiff's case in brief is as follows:- The plaintiff A schedule item no.1,2,3,4 schedule properties belonged to Late Suku, plaintiff's brother. The 1st defendant is the mother of the plaintiff. The other defendants are the siblings of late Suku. Suku was a contractor. Suku died on 01.11.2021. Late Suku was unmarried. Plaintiff was also a contractor and hence Suku appointed him as a

helper in his work and as Nominee. During the life time of Suku, the defendant apprehended that the Suku will give his rights to the plaintiff and hence the defendants evicted the plaintiff from the house and had taken away all the documents of late Suku. The defendants are filing cases against the plaintiff. The plaintiff came to know that Suku had executed a Will and entrusted with one Raveendran and as per the Will the plaintiff schedule properties belongs to the plaintiff except that the 1st defendant has life estate in plaintiff A schedule item no.1 properties. Suit is filed for permanent prohibitory injunction restraining the defendants and their men from trespassing into the plaintiff A schedule item no.1,2,3,4 properties, from committing waste therein.

3. The defendants appeared and the matter was referred to mediation. Parties settled the matter in the mediation. An agreement was executed and forwarded by the mediator to the court. The dispute has been resolved and the parties are amenable for passing a decree in terms of the settlement arrived at the mediation. The terms settled in the agreement are as follows:-

1. Suku, plaintiff's son and the brother of the 1st defendant died unmarried. The suit is filed for realization of the amount as per the contractor license and the insurance amount in the name of Suku by the plaintiff in this suit. The suit OS 485/22 filed by the plaintiff Janaki and O.S.414/2022 is pending before this court. Both parties had settled all the above cases.

2. The entire amount which late Suku is entitled to receive as part of contract work is to be collected and the amount which is to be paid as per law and documents is to be settled. After the death of Suku, his nominee, the 1st defendant, Vijayan was continuing the work. The mother and other children had agreed to give Rs.9,00,000/- to said Vijayan. On receipt of the amount, Vijayan has no right over the other amounts entitled to Suku and the Insurance amount. The plaintiffs and defendants agreed to settle the amounts as per law and documents for obtaining the amount as per the contract and insurance. On payment of the amount, the attachment over the properties of Suku is to be

lifted. Both parties agreed to sell the properties of Suku if the said amount is not sufficient for clearing the liabilities of Suku. Both parties agreed that the amount which remains after clearing the liabilities including the properties is to be divided into 6 equal shares and to allot one such share each to mother Janaki and siblings i.e., Pracharan, Vijayan, Aravindakshan, Surendran and Thanka. Both parties agreed that both the plaintiff, defendant and siblings have equal right over the properties of late Suku, i.e., 10.8 Ares of properties comprised in survey no.918/3 of Koratty Kizhakkummuri village, 2.02 Ares of properties comprised in survey no.918/3 of Koratty Kizhakkummuri village, 12.14 cents of properties comprised in survey no.1166/3 of Meloor village, 37.09 Ares comprised in survey no.1131 of Meloor village and 13.76 Ares of properties comprised in survey no.1131/1 of Meloor village. All the Wills by which the plaintiffs and defendants had raised claims are not valid and both the plaintiff and defendants had relinquished the claims as per the same.

4. The plaintiffs and defendants have no right as per the Will deed. The plaintiff has relinquished the claims in OS 216/2022 and in OS 155/2022 and both these suits are to be dismissed as per the terms of mediation agreement. The properties included in O.S.485/22 which belongs to Suku was agreed to be divided among the mother and siblings of Suku and hence the plaintiff has relinquished his claim sought as per the plaint.

5. Janaki, the plaintiff in O.S.414/22 has relinquished her claim that the properties in the name of Suku are her properties and agreed to partition the properties equally to the plaintiff and other children and hence a decree for partitioning the properties equally is to be passed. The respective property owners can retain the properties as their own and enjoy the benefits of the same. The plaintiff and defendants have no other right over the properties except the right which is obtained as per the mediation agreement.

6. Both parties agreed to bear their respective costs. For receiving the amounts which Suku is entitled and clear the liabilities of Suku, a joint

account in Punjab National Bank is to be opened in the name of legal heirs of Suku, I.e, Janaki, Pracharan, Vijayan, Aravindakshan, Surendran and Thankam and written information that the entire amount which Suku is entitled to receive is to be paid to this account is to be given to the authorities concerned. The liabilities of deceased Suku is to be settled from the amount in this account in the presence of mediators. After clearing the liabilities of deceased Suku, the properties left after shall be divided into 6 equal shares and one such share each is to be allotted to the legal heirs. The entire amount deposited in court which belongs to deceased Suku, is to be transferred to the above said account. Rs.9,00,000/- entitled to Vijayan is to be paid from the same.

7. Both parties agreed to refund the entire court fee and legal benefit fee paid by respective parties.

8. Both parties agreed to have a decree as per the terms of the mediation and had signed in the mediation agreement.

I have gone through the terms of Mediation Agreement. The terms are lawful and can be accepted. Hence Mediation Agreement is accepted and the suit is decreed in terms of Mediation Agreement. The Mediation Agreement will form part of the decree. Refund court fee as per rules.

(Pronounced in open court this the 31st day of March, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX : NIL

Munsiff