

**IN THE COURT OF THE SUB JUDGE, NEDUMANGAD**  
**Present: Smt.Rajasree C.R, Civil Judge (Senior Division)**

*On Friday 13<sup>th</sup> March 2026*  
*22<sup>nd</sup> Phalguna 1947*

**EP 12/2023 in OS 218/2012**

**Decree Holder:-**

M. Jayakumar, S/o. Maniyan, Aged 52 years,  
Indira Bhavan, Palottuvila, Malayinkil P.O,  
Malayinkil Village, Thiruvananthapuram.

Rep by Adv. N. Satheesh Kumar.

**Judgment Debtor:-**

Latha Kumari, W/o. Vamadeven, Aged 66 years,  
Biju Nivas, Kalamanoor, CheriyaKonni P.O,  
Aruvikkara, Nedumangad.

Rep by Adv. Nellimoodu Udayakumar.

This Execution Petition having been finally heard on 13/03/2026 and the court on the same day delivered the following.

**ORDER**

Decree holder represented. Heard the counsel for the decree holder. This execution petition is filed by the decree holder to realise the decree amount together with interest from the judgment debtor. From the certified copy of the decree produced, it is evident that the court has passed a decree permitting the plaintiff to realise an amount of

Rs.10,00,000/-(Rupees ten lakhs only) with 6% interest per annum from the assets of the defendant charged upon the plaint schedule property. In the execution petition, the amount sought to be realised is shown as Rs.18,08,508/-(Rupees Eighteen lakhs eight thousand five hundred and eight only).

2.Though notice was duly served on the judgment debtor and Advocate Nellimoodu Udayakumar has filed vakalath for the judgment debtor, no objection has been filed by the her.

3. The judgment debtor has produced encumbrance certificate and valuation certificate. The affidavit filed under Rule 330 of the Civil Rules of Practice, Kerala is also produced. It would disclose that an amount of Rs.19,58,098/- (Rupees Nineteen lakhs fifty eight thousand and ninety eight only) is due to the decree holder. The decree was passed on 31.08.2016. On 27.06.2022, the judgment debtor has executed a settlement deed in favour of her husband, Vamadevan. The encumbrance certificate from 01.01.2000 till 23.10.2025, for about 25 years, is produced. In the encumbrance certificate, it is noted that a settlement deed has been executed in favour of Vamadevan on 27.06.2022. The valuation certificate produced would also show that the property measuring an extent of 6.56 ares of dry land comprised in re-survey no.325/25 in block no.41 in thandapper no.27680 of Aruvikkara village, Nedumangad Taluk in

Thiruvananthapuram district is in the name of Mr. Vamadevan. As per the valuation certificate, the value of 1 are of property is Rs.1,25,000/- and the value of the entire property is estimated as Rs.8,20,000/-(Rupees eight lakhs twenty thousand only).

4. I have gone through the certified copy of the decree produced. The amount which is liable to be paid by the additional second defendant who is a judgment debtor herein is charged on the plaint schedule property. As per the schedule, the property measuring 6.56 ares comprised in block no.41 in (old re-survey no.1697/3 and 1698/3-1). In new re-survey no.325/25 is charged for the said decree amount. In the schedule itself it is mentioned that there is a building in the property bearing no.AP V/329. Aruvikkara Grama Panchayath Secretary has filed report disclosing the valuation of the building situated in the property and the valuation of the building is shown as Rs.3,47,330.45/-(Rupees three lakhs forty seven thousand three hundred and thirty and forty five paise only). From the valuation certificate it is evident that the extent of the property is 6.56 ares and the value of the property and the building therein is separately shown.

5. At this juncture, let me consider the encumbrance certificate which is produced by the decree holder which would clearly disclose that presently the property is in the name of Vamadevan. This is even evident from the valuation certificate produced. On perusal of the encumbrance certificate it is evident that no attachment has been made with respect to the property. However, the property has been charged for the decree

amount. From the decree it is evident that the second defendant who is the judgment debtor herein was set ex parte earlier and as per the order in IA.181/2016 dated 20.02.2016, the ex parte order passed against the judgment debtor herein was set aside. On perusal of the decree dated 31.08.2018, it is evident that the decree was passed after considering the evidence of both parties and it is also evident that PW1 to PW3 and DW1 to DW3 were examined on the side of the plaintiff and the defendant. That means, the judgment debtor was well aware of the decree passed by this court. In other words, the judgment debtor is well aware of the imposition of charge upon the plaint schedule property for the decree amount. So, it can only be said that the transaction with respect to the property sought to be attached, which is a charged property in the decree, by way of a settlement deed in favour of Vamadevan, the husband of the judgment debtor herein, can only be said as an alienation made to defeat the decree that is passed against the judgment debtor. That means, the transaction created by way of a settlement deed after the passing of charge decree cannot be considered and the decree amount can be realised from the property charged.

6. The valuation of the building is specifically mentioned by the Secretary as Rs.3,47,330/-. The valuation of 1 are of property is estimated as Rs.1,25,000/-. The schedule of the property appended with the decree would show that Kadambanad-Kalamanoor road lies on the north of the plaint schedule property. So, it is evident that

the property and the building sought to be auctioned is having road access. The amount which is shown in the valuation certificate for 1 are of land as Rs.1,25,000/-. The valuation certificate produced does not disclose the fact that amount shown therein was fixed considering the market value. So, it can only be said that it is fixed based on the fair value fixed by the Government for the property. Fair value is fixed for the purpose of collecting stamp duty. The market value of the property will be much higher than the fair value.

7. Considering the fact that the property is having road frontage, I am of the view that for fixing the upset price of the property, the value shown for 1 are of property can be enhanced to Rs.2,49,542.68/-(Rupees two lakhs forty nine thousand five hundred and forty two and sixty eight paise only). If that be the case, the total amount for 6.56 ares will be Rs.16,37,000/-(Rupees sixteen lakhs thirty seven thousand only). Adding the value of the building, Rs.3,47,330/-(Rupees three lakhs forty seven thousand three hundred and thirty only) together with the value of the property Rs.16,37,000/-(Rupees sixteen lakhs thirty seven thousand only), the total value of the property including the building will be Rs.19,84,330/- (Rupees nineteen lakhs eighty four thousand three hundred and thirty only). So, the upset price for Rs.6.56 ares of property comprised in re-survey no.325/25 in block no.41 of Aruvikkara village is fixed as Rs.19,84,330/-

(Rupees nineteen lakhs eighty four thousand three hundred and thirty only). Publish proclamation as per rules and conduct sale on 25.05.2026. For sale report on 26.05.2026.

*(Dictated to the CA, typed by her, corrected and pronounced by me in open court on this the 13<sup>th</sup> day of March, 2026.)*

**Rajasree.C.R**  
**Civil Judge (Senior Division)**

**Appendix:-** Nil

**Civil Judge (Senior Division)**

*Typed by:RPN*  
*Compd by:BR*