

**IN THE COURT OF THE SUB JUDGE, NEDUMANGAD**

**Present: Smt.Rajasree C.R, Civil Judge (Senior Division)**

*On Wednesday 18<sup>th</sup> March 2026  
27<sup>th</sup> Phalguna 1947*

**OS 57/2021**

**Plaintiff:-**

M/s. Souparnika Projects and Infrastructure Private Limited,  
Vettakulam Arcade, Near Mar Ivanious College main gate,  
Nalanchira, Thiruvananthapuram,  
rep by it's Regional Director Joji Joseph.

Rep by Adv. Amar Dileep.

**Defendants:-**

1. Shajahan.N, Aged 65 years,  
S/o. Nagoormeeran Roucher,  
residing at TC No. 2/475(204),  
Shans, Maithri Gardens,  
P.T Chacko Nagar, Medical College P.O,  
Thiruvananthapuram,  
Pin 695011.
2. Noorjahan Shajahan, Aged 59 years,  
W/o. Shajahan, residing at TC No. 2/475(204),  
Shans, Maithri Gardens, P.T Chacko Nagar,  
Medical College P.O, Thiruvananthapuram,  
Pin 695011.

Rep by Adv. G.S. Rajeev Chempakaserry (D1 & D2)

This Suit having been finally heard on 18/03/2026 and court on the same day delivered the following.

## **J U D G M E N T**

Suit is for realisation of money.

2. Parties to the litigation have settled their dispute amicable taking recourse to mediation. I have gone through the terms of the mediation arrived by the parties and I am satisfied that the terms are lawful. I am also satisfied that all the parties have put their signature in the mediation agreement. The suit was filed by the Regional Director Joji Joseph. Today extracts of the minutes of the plaintiff company showing that Ratheesh K.R was authorised by the company to do all acts and the formalities relating to company including giving statements providing evidence, signing affidavit, filing written statement and other relevant documents etc. is produced. Though, there is no specific mention that Ratheesh K.R can settle the dispute, he is authorised to do all acts and formalities relating to the company. This itself shows that he is authorised to settle the case on behalf of the plaintiff company. Thus, the mediation agreement is accepted and the suit is decreed in terms of mediation agreement as follows:

1. The defendants have jointly and severally agreed to pay a sum of Rs.65,00,000/- (Rupees sixty five lakhs only) to the plaintiff as full and final settlement towards the dispute.
2. Out of the said amount a sum of Rs.40,00,000/-(Rupees forty lakhs only) shall be paid by the defendants to the plaintiff on or before 07.03.2026.
3. The balance amount of Rs.25,00,000/-(Rupees twenty five lakhs only) shall be paid by the defendants to the plaintiff on or before 31.03.2026.
4. The payment shall be made by way of a demand draft in favour of the plaintiff.
5. On payment of the entire amount agreed, the defendants shall file an application for lifting the attachment and the plaintiff shall endorse consent for the same.
6. In case, if the defendants default in paying any installment agreed, the plaintiff is allowed to recover an amount of Rs.77,74,794/-(Rupees seventy seven lakhs seventy four thousand seven hundred and ninety four only) together with interest @ 9% per annum from the date of suit till the realisation of the amount from the defendants, either movable or immovable property including the plaint schedule property.
7. Mediation agreement shall form part of the decree.
8. Plaintiff is entitled to get refund of the entire court fee.

9. Parties shall bear their respective costs.

*(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on this the 18<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*