

IN THE COURT OF THE MUNSIFF, ATTINGAL
PRESENT: SMT.SWATHI. R.KRISHNAN , MUNSIFF
WEDNESDAY 25th FEBRUARY, 2026/ 06th PHALGUNA, 1947

OS No.304/2008

Between Plaintiffs :-

1. E.Abdul Vahid, S/o Ebrahimkunju, residing at T.C.49/116/2,
Al Handu Manzil, Kamaleswaram, Thiruvananthapuram
(died).

Addl. P2:- Sunitha Vahid, W/o Abdul Vahid, aged 44 years, residing at
T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.

Addl. P3:- Amina Vahid, D/o Abdul Vahid, aged 23 years, residing at
T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.

Addl. P4:- Akbar Vahid, S/o Abdul Vahid, aged 21 years, residing at
T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.

(Additional plaintiffs 2 to 4 are impleaded as the legal heirs of the deceased 1st plaintiff as per order in IA 2652/2018 dated 24.01.2020)

By Advocate: Sri. K.S.Vinod (Addl. P2 to P4)

And Defendants: -

1. Jameela Beevi, W/o Ebrahimkunju, aged 57 years, residing at
T.C.49/116/2, Al Handu Manzil, Kamaleswaram,
Thiruvananthapuram.
2. Shekeela Beevi, D/o Ebrahimkunju, aged 34 years, residing at T.C.49/116/2,
Al Handu Manzil, Kamaleswaram, Thiruvananthapuram.
3. Gladis, D/o. Colastikka, aged 34 years, Thaivilakom, Puthukurichi,
Kadinamkulam Village, Thiruvananthapuram.
4. Terrens, S/o Edward, aged 37 years, Edward Square, Sarkara Village,
Sarkara desom, Trivandrum.
5. Sebastian Pereira, aged 55 years, Jojil Land, Puthukurichi, Kadinamkulam,
Thiruvananthapuram.
6. Abdul Nazar, S/o Thotikhas, aged 41 years, Manakattuvilakathu Veedu,
Chittattumukku P.O, Kadinamkulam Village, Pillaveettu Muri.

7. Ismail, S/o Umerkunju Ravoothar, aged 64 years, Darul Salam, Pallippuram Village, Pallippuram Desam, Pillaveettu Muri.
8. Jaleel, S/o Meera Sahib, Darul Mubarak, Kalloor, Kabaradi Nagar, Thonnakkal Village, Thiruvananthapuram.

Addl. D9:- Sibi, W/o Abdul Nazar, aged 43 years, Manakkattu Vilakathu Veedu, Chittattumukku P.O, Kadinamkulam Village.

Addl. D10:- Aleema Beevi, W/o Ismail, aged 68 years, residing at Darul Salam, Pallippuram Village, Pallippuram.

(Additional defendants 9 and 10 are impleaded as per order in IA.01/2020 dated 23.06.2020)

By Advocates: Sri.Athul.S.V and Smt. Kavitha.S (D1 and D2)

and Sri. Vakkom R. Jayaprakash (D8) and Sri. V.S.Pradeep
and Smt. B.S.Deepthi Bhagavathi (D6 and Addl. D9)

Exparte- D3, D4, D5, D7 and Addl.10

Counter Claim Plaintiff:-

Abdul Jaleel, aged 74 years, S/o Meera Sahib, 'Darul Mubarak', Kabaradi Nagar, Kalloor, Thonnakkal Village, Thiruvananthapuram.

By Advocate: Sri.Vakkom R. Jayaprakash

Counter Claim Defendants:-

1. E.Abdul Vahid, S/o Ebrahimkunju, aged 43 years, residing at T.C.49/116/2, Al Handu Manzil, Kamaleswaram, Thiruvananthapuram (died).
2. Sunitha Vahid, W/o Abdul Vahid, aged 47 years, residing at T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.
3. Amina Vahid, D/o Abdul Vahid, aged 26 years, residing at T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.
4. Akbar Vahid, S/o Abdul Vahid, aged 24 years, residing at T.C.49/116, Kamaleswaram, Manacaud, Thiruvananthapuram.
5. Jameela Beevi, W/o Ebrahimkunju, aged 60 years, residing at T.C. 49/116/2, Al Handu Manzil, Kamaleswaram, Thiruvananthapuram.
6. Shekeela Beevi, D/o Ebrahimkunju, aged 37 years, residing at T.C. 49/116/2, Al Handu Manzil, Kamaleswaram, Thiruvananthapuram.

7. Gladis, D/o Colastikka, aged 37 years, Thaivilakom, Puthukurichi, Kadinamkulam Village, Thiruvananthapuram.
8. Terrens, S/o Edward, aged 40 years, Edward Square, Sarkara Village, Sarkara Desom, Thiruvananthapuram.
9. Sebastian Pereira, aged 58 years, Jojil Land, Puthukkurichi, Kadinamkulam, Thiruvananthapuram.
10. Abdul Nazar, S/o Thotikhas, aged 44 years, Manakattuvilakathu Veedu, Chittattumukku P.O, Kadinamkulam Village, Pillaveettu Muri.
11. Ismail, S/o Umerkunju Ravoothar, aged 67 years, Darul Salam, Pallippuram Village, Pallippuram Desom, Pillaveettu Muri.
12. Sibi, W/o Abdul Nazar, aged 47 years, Manakkattuvilakathu Veedu, Chittattumukku P.O, Kadinamkulam Village.
13. Aleema Beevi, W/o Ismail, aged 71 years, residing at Darul Salam, Pallippuram Village, Pallippuram.

By Advocates: Sri. K.S.Vinod (D1 to D4) and Sri. Athul.S.V and
Smt.Kavitha.S (D5 and D6) and Sri. V.S.Pradeep
and Sri. B.S.Deepthi Bhagavathi (D10 and Addl. D12)
Exparte- D7 to D9 and D11, D13

This suit is having been finally heard on 25.02.2026 and the court on the same day delivered the following:

JUDGMENT

The suit is for partition and for injunction.

2. **The plaint averments in brief are as follows:** The plaintiff and 2nd defendant are the issues of 1st defendant and Late S.M.Ebrahim Kunju. Plaint schedule property and other parts having an area of 41 cents was purchased by the 1st defendant and her husband vide Sale deed No.2096/1991 and they executed a settlement deed with respect to 25 cents in favour of the 2nd defendant. The balance 16 cents, that is the plaint schedule property herein was enjoyed by the 1st defendant and her husband till his death on 14.07.2003. After the death of 1st defendant's husband, Sale deed No.1103/2005 in favour of 4th defendant was

executed by 3rd defendant posing himself as the power of attorney holder of 1st defendant's husband forging his signature. The aforesaid sale deed is void ab initio. The 1st defendant's husband never executed a power of attorney bearing No.33/05 in favour of the 3rd defendant and even if there had been a power of attorney (not admitted) it ceases upon the death of 1st defendant's husband. The 1st defendant never consented to the execution of the sale deed and all her signatures were forged. The plaint schedule property is partible. Hence this suit for partition and separation of plaintiff's share after declaring the power of attorney and subsequent documents as void and for permanent prohibitory injunction.

3. The 1st and 2nd defendants filed a written statement contending as follows:

The suit is not maintainable either under law or on facts. It is true that plaint schedule property and rest of it having total extent of 41 cents originally belonged to the 1st defendant and her deceased husband by virtue of Sale deed No.2096/1991. They transferred 25 cents to 2nd defendant vide Settlement deed No.2/1995 and the remaining property was possessed by them jointly. The 1st defendant's husband passed away on 14.07.2003 and his half fractional share devolved jointly on these defendants and the original plaintiff. The power of attorney bearing No.33/2005 is a fabricated document since it was executed on 18.05.2005 and Ebrahim Kunju passed away on 14.07.2003. Subsequent documents created on the strength of this power of attorney are ab initio void and are liable to be ignored. The 1st defendant's share of 176/288 and 2nd defendant's share of 42/288 may be partitioned and separated and court fee for the same is remitted herewith.

4. After the death of the original plaintiff, additional plaintiffs 2 to 4 were impleaded as per order in I.A.2652/2018 dated 24.01.2020.

5. **The plaint was amended** as per order in I.A.02/2020 dated 23.10.2020 and the 9th paragraph in the original suit was deleted and the following was incorporated- The plaint

schedule property originally stood in the joint names of 1st defendant and late Ebrahim Kunju. After the death of the original plaintiff, the share of 1st defendant and additional plaintiffs altered. Plaintiffs are together entitled to 70/288 share, 1st defendant is entitled to 176/288 and 2nd defendant is entitled to 42/288 share over the plaint schedule property.

6. **The plaint was again amended** as per order in I.A.06/2021 dated 12.11.2021 and the following was incorporated- The property gifted to the 2nd defendant is the northern 25 cents with building as per deed No.02/1995. The balance property is situated on the southern side. In the power of attorney, it is wrongly stated that the building is situated in the balance property having an extent of 16 cents. In the schedule description of deed Nos.1103/2005, 44/2000, 295/2007, 1462/2007 and 981/2008, the remaining property is described to be on the northern extremity of entire 41 cents excluding the southern 5 cents covered by deed No.02/1995. The wrong descriptions were included in aforesaid deeds since they were created fraudulently by persons who had no idea about the property transferred, location of building and the lie of balance property.

7. **The schedule was also amended** as per order in I.A.06/2021 dated 12.11.2021.

8. **The 8th defendant filed a written statement contending as follows:** The suit is not maintainable either under law or on facts. The suit is hopelessly barred by limitation. The allegation that the sale deed in respect of plaint schedule property was executed before death of the 1st defendant's husband is false. It was a bona fide transaction for proper consideration and the allegation that the signature of 1st defendant was forged is false and imaginary. The allegation that the first defendant's husband died on 14.07.2003 is utter falsehood and the death certificate issued by Kumali Muslim Jamaat is not genuine and cannot be treated as evidence. Ebrahim Kunju was alive on the date of execution of Sale deed No. 1103/2005 and thereafter. Hence, the attorney had ample power to execute the

sale deed as authorized by the principal. The first defendant herself executed Document No.1103/2005 and admitted execution before Sub Registrar, Murukampuzha on 18.05.2005. Possession of the plaint schedule property was handed over to the vendee, the fourth defendant by the first defendant and her husband on 18.05.2005 itself. The 1st defendant filed CMP 532/2007 before Judicial First Class Magistrate Court-I Attingal against defendants 3 to 5 whereas the same was not prosecuted. O.S. 42/2007 was also instituted before this court by the first defendant. The subject matter in issue in OS 42/2007 and this suit are one and the same and hence this suit is liable to be stayed under Section 10 of CPC. The documents are not liable to be ignored or declared void. The plaint schedule property is not partible. The 8th defendant is in actual physical possession and enjoyment of the plaint schedule property vide Sale deed No. 981/2008 of Murukkumpuzha Sub Registrar Office. The suit is bad for non-joinder of necessary parties. The 8th defendant effected valuable improvements in the plaint schedule property. The court fee paid is not proper. The 8th defendant is a bona fide purchaser. Hence, the suit may be dismissed with costs.

9. The eighth defendant filed an additional written statement and counter claim.

10. **The averments in the additional written statement is as follows.** The amendment is not maintainable. The 8th defendant got possession of 16 cents of property at the southern portion of the entire extent of 41 cents in Re-survey No. 175/16 of Pallipuram Village. Prior title holders were also in possession of 16 cents beginning right from Sale deed No. 1103/2005. It was a bona fide mistake that crept in when Sale deed No. 1103/2005 of Murukkumbuzha Sub Registrar Office were prepared. It was reiterated when subsequent sale deeds were executed. It was a bonafide mutual mistake committed by vendors and vendee while preparing document No.1103/2005 of Murukkumpuzha Sub Registrar Office. The plaint schedule description as amended is also not correct. Hence, the suit may be

dismissed with costs.

11. **The averments in the counter claim in brief are as follows.** Counter claim plaintiff is the present owner of counter claim schedule property having an extent of 16 cents in Survey No. 304/1/5 (re-survey No. 175/16) of Pallippuram Village. While Sale deed No. 981/2008 of Murukkumbuzha Sub Registrar Office was executed, a mistake crept in while stating the lie of the counter claim schedule property and it was a bona fide mistake. The said mistake does not express the real intention of the parties to the document and is thus liable to be rectified. If the mistakes are not rectified, it will create a cloud on the title of the counter claim plaintiff over the counter claim schedule property. Hence this counter claim to direct Sub Registrar Murukkumbuzha to rectify the mistakes that occurred in the lie of the property in Sale deed numbers 1103/2005, 42/2006, 295/2007, 1462/2007 and 981/2008 of Murukkumbuzha Sub Registrar Office.

12. **Additional plaintiffs filed a written statement to counterclaim as follows:**

The counterclaim is not maintainable either under law or on facts. The counterclaim plaintiff is not entitled to raise a counterclaim against co-defendants in the suit. It can only be settled by a separate suit. There was no mutual mistake as averred. Hence the counterclaim may be dismissed with costs.

13. Additional defendants 9 and 10 were impleaded as per order in I.A.01/2020 dated 23.06.2020.

14. **Defendants 6 and 9 filed a written statement containing as follows:** The power of attorney is a registered document. Sale deed No. 1103/2005 is not void ab initio. The plaintiff is bound to state the status of O.S No. 42/2007 and failure to mention the same is detrimental. Plaintiff schedule property is not partible. These defendants are bonafide purchasers for valuable consideration. The court fee calculated is false. Hence, the suit may

be dismissed with costs.

15. Summons were served on defendants 1 to 7 and 10. Defendants 3 to 7 had no appearance and also failed to file written statements and hence the suit was heard ex parte against them.

16. The following issues were raised by my predecessor in office for consideration:

1. Whether Ebrahim Kunju executed power of attorney in favour of the 3rd defendant ?
2. Whether Ebrahim Kunju was alive on the date of execution of Sale deed No. 1103/2005?
3. Whether plaint schedule property is partible?
4. Whether the plaintiff is entitled to get any shares in the plaint schedule property ?
5. Whether the plaintiff is entitled to get an injunction as prayed for?
6. Reliefs and costs?

17. The following additional issue was raised:

7. Whether the counter claim plaintiff or eighth defendant is entitled to get a decree of rectification as prayed for?

18. During the course of hearing, since the first issue is found to be inadequate, it is reframed/rephrased as follows:

Whether the power of attorney dated 18.05.2005 was duly executed by both executants ?

19. The issues are renumbered as follows:

1. Whether the power of attorney dated 18.05.2005 was duly executed by both executants ?

2. Whether Ebrahim Kunju was alive on the date of execution of Sale deed No. 1103/2005?
3. Whether plaint schedule property is partible?
4. Whether the plaintiff is entitled to get any shares in the plaint schedule property?
5. Whether the plaintiff is entitled to get an injunction as prayed for?
6. Whether the counter claim plaintiff or eighth defendant is entitled to get a decree of rectification as prayed for?
7. Relief and costs ?

20. From the side of plaintiffs, PW1 was examined and Exts. A1 to A9 were marked. From the side of defendants, DW1 was examined and Exts. B1 to B5 series were marked. Ext. X1 was also marked.

21. Heard both sides. Perused the records.

22. **Issue Nos.(1) to (6):** For the sake of convenience in discussion, all these issues are considered together. The case of the plaintiff in brief is that the power of attorney bearing No. 33/2005 was not duly executed by both executants and hence the aforesaid power of attorney and all the subsequent documents have to be ignored and the plaint schedule property has to be partitioned.

23. The original plaintiff expired and additional plaintiffs 2 to 4 were impleaded. The plaintiff challenged the power of attorney on several grounds. The first ground of challenge is that Ebrahim Kunju died before the execution of the power of attorney. The power of attorney was also challenged on the ground that it does not contain the signature and thumb impression of the 1st defendant and that it was fabricated. Plaintiff also

challenged the power of attorney on the ground that Ebrahim Kunju expired before execution of the Sale deed No. 1103/2005 and the power of attorney has no validity after the expiry of Ebrahim Kunju. The transfer was made, in other words, Ext. A4 was executed after the death of the principal. The power of attorney terminates on the death of the principal.

24. The additional 3rd plaintiff was examined as PW1 and through her Exts. A1 to A9 were marked. Sale deed No. 2096/1991 is marked as Ext. A1. Ext. A2 is a death certificate of Mr. S. Mohamed Ebrahim, Manakattu Vilakam dated 13.07.2008 issued by Kumili Muslim Jama-ath. Ext. A3 is the certified copy of General Power of Attorney bearing No. 33/2005. Ext. A4 is the certified copy of Sale deed No. 1103/2005. Ext. A5 is the certified copy of Sale deed No. 44/2006. Ext. A6 is the certified copy of Sale deed number 295/2007. Exhibit A7 is the certified copy of Sale deed No. 1462/2007. Ext. A8 is a certified copy of Sale deed No. 981/2008. The death certificate dated 12.12.2008 of Mohammed Ibrahim Kunju is marked Ext. A9. Ext. X1 is the report from Kerala State Finger Print Bureau.

25. From the side of defendants, the power of attorney holder of the 8th defendant was examined as DW1. The original Sale deed No. 981/2008 is marked as Ext. B1. Tax receipt dated 23.05.2017 is marked as Ext. B2 and tax receipt dated 03.02.2019 is marked as Ext. B2(a). Ext. B2(b) is the tax receipt dated 28.05.2024. Ext. B3 is the certified copy of plaint in O.S.42/2007 filed before this court. Ext. B4 is a judgment in the aforesaid suit dated 17.09.2010. Ext. B5 is the power of attorney executed by the 8th defendant dated 25.11.2020.

26. The additional third plaintiff was examined as PW1 and she deposed that 25

cents of property from the property obtained by 1st defendant and Ebrahim Kunju vide Ext. A1 document was given to the 2nd defendant vide Settlement Deed No. 2/1995. The 2nd defendant encumbered the property without the knowledge of the plaintiff and hence the second defendant and plaintiff's father turned hostile. It was in the year 2008 that the plaintiff got knowledge about the execution of the documents and filed this case along with the criminal case. PW1 deposed that Ebrahim Kunju died on 14.07.2003 and Ext. A3 power of attorney was fraudulently executed by impersonation. On the same date itself, the third defendant executed Ext. A4 sale deed in favour of fourth defendant and it was subsequently sold to fifth defendant vide Ext. A5 document. The property was subsequently transferred to the consecutive defendants by Exts. A6 to A8 respectively. PW1 deposed that since Ext. A3 document is fraudulently executed by impersonation, Ext. A3 and all subsequent documents are void ab initio and the plaint schedule property has to be partitioned.

27. The 8th defendant cross examined PW1 in detail with respect to the place of death of Ebrahim Kunju. PW1 during cross examination deposed that Ebrahim Kunju passed away while he was residing in Thiruvananthapuram.

28. The plaintiff filed an application to compare thumb impressions in Ext. A3 power of attorney. The specimen thumb impression of the 1st defendant was taken. In Ext. X1 report, the expert opined that the questioned impression marked as Q1 is not identical with the specimen finger impressions marked as S1 to S13 since they do not possess identical ridge characteristics in their nature and relative positions.

29. Learned counsel for plaintiff relied on judgment of Hon'ble Supreme Court in *Jaspal Singh v. State of Punjab 1981 SCC 487* and contended that the science of identifying thumb impression is an exact science and does not admit any mistake or doubt.

30. Learned counsel for the plaintiff heavily relied on Ext. X1 report and contended that plaintiff successfully proved that the power of attorney was not properly executed by 1st defendant. He further contended that the plaintiff challenged Ext. A3 power of attorney on another ground, that is Ebrahim Kunju was not alive and he expired on 14.07.2003. Ext.A3 power of attorney was executed on 18.05.2005. Ext.A2 is the death certificate issued by Kumili Muslim Jama-ath, showing that Muhammed Ebrahim died on 14.07.2003 and his funerals were also conducted on that date. Ext. A9 is the death certificate issued by the Government and it shows that the date of death of Mohammed Ibrahim Kunju is 14.07.2003.

31. PW1 who is the power of attorney holder of the 8th defendant deposed that, Ebrahim Kunju expired after execution of Ext. A3 document and Ext. A3 document and all other subsequent documents were duly executed. He also deposed that there occurred a mutual mistake in Sale deed No.1103/2005 and hence 8th defendant who is the counterclaim plaintiff is entitled to get a decree of rectification. It was also deposed that the signatures and thumb impressions in Ext. A3 and the thumb impression register are identical.

32. The plaintiff contended that the counter claim is not maintainable since Ext. A3 power of attorney itself is challenged which makes the subsequent documents void ab initio. The 1st and 2nd defendants filed a written statement conceding the plaintiff claim.

33. The 8th defendant challenged the death certificates produced by the plaintiff. DW1 deposed that he enquired with the mosque, but came to know that no such death certificate was issued. DW1 hence deposed that the Ext. A2 death certificate is forged. During cross-examination, he further deposed that Ext. A9, death certificate issued by the Government is also not acceptable since two death certificates were produced for the same

death. Despite this objection, the defendant failed to offer an explanation regarding the similarity of date of death in both Exts. A2 and A9. Despite contending that he disputes the document, the defendant has not provided any explanation as to why he denies the death certificates or the factum of death of Ebrahim Kunju.

34. Plaintiff contended that since Ebrahim Kunju is expired, they are not able to adduce proof that the thumb impression of Ebrahim Kunju was forged like the first defendant's. It was contended that they had successfully produced the first defendant before the court, took her thumb impression and compared and examined the same.

35. This court is of the view that there is nothing to disbelieve Ext. X1 report. Defendants failed to take any steps to examine the expert. Apart from a vague denial, defendants have not offered any reasonable explanation as to why Exts. A2 and A9 death certificates should not be relied upon. The defendant has not provided the exact date of death of Ebrahim Kunju. If the defendant disputes the date of death mentioned in both the death certificates, he has to provide the actual date of death and adduce evidence. A mere denial of the document is not sufficient.

36. The original power of attorney is also not produced before this court. The plaintiff hence took steps to summon the thumb impression register and compare the same with the thumb impression of 1st defendant. This court is of the view that there are no grounds to disbelieve Ext. X1 report. Further Exts. A2 and A9 documents' death certificates also stand undisputed. Ext. A3 is hence void for 2 reasons- one being that it was executed after the date of death of Ebrahim Kunju and also since it is proved that the thumb impression in it does not belong to the 1st defendant. Hence this court is of the view that Ext. A3 power of attorney was not duly executed by both the executors. Hence Issue No. 1

is found in favour of the plaintiffs.

37. The plaintiffs successfully proved that the date of death of Ebrahim Kunju is 14.07.2003 and that Ebrahim Kunju was not alive on date of execution of Sale deed No. 1103/2005. Hence the second issue is also found in favour of the plaintiff. The plaintiffs successfully proved that the plaint schedule property is partible and that he is entitled to get a decree of injunction and a preliminary decree as prayed for. Hence issue numbers 3 to 5 are found in favour of the plaintiffs.

38. The counterclaim was filed by the 8th defendant to rectify the mistake in the documents. The plaintiff successfully proved that Ext.A3 power of attorney was not duly executed by both the executants. Hence all the documents created subsequently do not qualify the test of law. The counterclaim plaintiff failed to establish that there was mutual mistake in the documents also. Hence the counterclaim plaintiff is not entitled to the relief sought for. The sixth issue is hence found against the counterclaim plaintiff/ 8th defendant.

39. **Issue No.(5):** In result, the suit is decreed and a preliminary decree of partition is passed as follows:

- (i) The plaintiffs are together entitled to get 70/288 shares over the plaint schedule property.
- (ii) The 1st defendant is entitled to 176/288 share over the plaint schedule property.
- (iii) The 2nd defendant is entitled to 42/288 share over the plaint schedule property.

- (iv) The 8th defendant is hereby are restrained by a decree of permanent prohibitory injunction from executing any documents, alienating plaint schedule property or any part thereof and inducting strangers to the plaint schedule property.
- (v) Any of the parties can file an application for passing the final decree.
- (vi) Cost of the suit shall be borne out of the estate.

The suit is listed for evidence under Order XX Rule 18 CPC.

Dictated to the Adalath AI, corrected and pronounced by me in open Court on this the 25th day of February, 2026.

Sd/-
SWATHI.R.KRISHNAN
MUNSIFF

Appendix:

Exhibits marked for the Plaintiffs:-

A1	22.11.1991	Certified copy of Sale deed No. 2096/1991
A2	13.07.2008	Death Certificate of Mohamed Ebrahim
A3	18.05.2005	General Power of Attorney bearing No. 33/2005
A4	18.05.2005	Certified copy of Sale deed No.1103/2005
A5	06.01.2006	Certified copy of Sale deed No.44/2006
A6	09.02.2007	Certified copy of Sale deed No.295/2007
A7	26.07.2007	Certified copy of Sale deed No. 1462/2007
A8	21.04.2008	Certified copy of Sale deed No. 981/2008
A9	12.12.2008	Death Certificate of Mohammed Ibrahim Kunju

Exhibits marked for the Defendants:-

B1	21.04.2008	Original Sale deed No.981/2008
B2	23.05.2017	Tax Receipt
B2(a)	03.12.2019	Tax Receipt

B2(b)	28.05.2024	Tax Receipt
B3	---	Certified copy of plaint in O.S.No.42/2007
B4	17.09.2010	Judgment in O.S.No. 42/2007
B5	25.11.2020	Power of Attorney executed by Abdul Jaleel

Third party Exhibits:-

X1	29.08.2025	Report from Kerala State Finger Print Bureau
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Witness examined for the plaintiffs:-

PW1	04.03.2025	Amina Vahid
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Witness examined for the Defendants:-

DW1	17.10.2025	Hashimudeen
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Id/-
MUNSIFF

Typed by: Sheena.K
Compared by: Shilpa.K.S