

IN THE COURT OF THE MUNSIFF, TIRUR
Present: Sri. SANU C., MUNSIFF.
Tuesday, the 16th day of December, 2025
the 25th day of Agrahayana, 1947
ORIGINAL SUIT No.319 OF 2022

Between:

Subaida, 53 years,
S/o. Syed, Kuttikkammuvinte Purakkal House,
Pachattiri amsom, Paravanna desom,
Paravanna P.O., Tirur Taluk, Pin – 676502. } Plaintiff

And :

1. Kunhimon, 44 years,
Chokkintepurakkal, Pachattiri amsom,
Paravanna desom, Paravanna P.O., Tirur Taluk,
Pin – 676502.
 2. Subaida, 31 years,
W/o. Kunhimon, Chokkintepurakkal,
Pachattiri amsom, Paravanna desom, Paravanna P.O.,
Tirur Taluk, Pin – 676502.
 3. Houloth, 51 years,
W/o. Sidhique, Kuttath House, Pachattiri amsom,
Paravanna desom, Paravanna P.O.,
Tirur Taluk, Pin – 676502.
- } Defendants

This suit having been finally heard on 01-12-2025 before me in the presence of Sri.E.K.Noushad, Advocate for the Plaintiff and the defendants called absent set exparte and the Court on 16-12-2025 delivered the following;

J U D G M E N T

The suit is one for recovery of possession, mandatory injunction, realisation of money and perpetual prohibitory injunction.

2. The plaint averments in brief, are as follows:- The plaint A and B schedule properties and other properties belonged to plaintiff by virtue of Jenmam

assignment deed No.5393/2012 of SRO, Tirur. 12 cents from the northern boundary of the entire property and 10 cents from the south-west corner were sold long ago. The remaining of the property is a single plot with clear boundaries, which is a plaint A and B schedule properties of the plaintiff in possession. The plaintiff's husband had been facing financial difficulties and had decided to sell a small portion of the land from the estate. Upon learning of this information, the defendants approached the plaintiff and the plaintiff's husband. Thereafter, the defendants had an agreement with the plaintiff to purchase 4 cents property each from the plaint A and B schedule properties. The above properties are the properties lying east-west along the south-east corner of the property. The defendants had purchased the said properties at a price fixed by the arbitrators at ₹1,20,000/- (Rupees One Lakh and Twenty Thousand only) per cent. In such a situation, the defendants had prepared an agreement on 08-03-2022, days before the registration of the properties. According to the said agreement, it is decided that 3 cents in the names of the 1st and 2nd defendants and 3 cents in the name of the 3rd defendant were registered and purchased, and an amount of ₹1,20,000/- (Rupees One Lakh and Twenty Thousand only) fixed for each remaining cent, and the remaining amount of 3 cents registered and purchased, were to be registered and purchased by paying the payment within 3 months from the date of the above said agreement. As stated above, as per document No.898/2022 of SRO, Tirur, 3 cents of property has been registered and given to defendants No.1 and 2

jointly, and as per document No.899/2022 of SRO, Tirur, 3 cents of property has been registered and given to the 3rd defendant. The said properties are the plaintiff B schedule properties. The item No.1 in the plaintiff B schedule is the property of defendant No.1 and 2. and item No.2 in the plaintiff B schedule is the property of defendant No.3. The properties immediately west of the property transferred to the defendants as per the above are plaintiff C schedule property belonging to the plaintiff which are a part of plaintiff A schedule property. According to the agreement between the plaintiff and the defendants, the defendants had agreed to pay the remaining remuneration amount to the plaintiff in full within 3 months from the date of the agreement. However, after 3 months, the remaining amount had not been paid and the properties had not been registered and purchased, and the defendants had not paid the remaining amount of the 3 cents of properties they had registered and purchased, and had not taken steps to register and purchase one cent, and had been dragging their steps. The plaintiff and her husband repeatedly asked the defendants to pay the remaining amount immediately and register and purchase the properties. To discharge the above said liability, defendants have issued two cheques of ₹1,70,000/- (Rupees One Lakh and Seventy Thousand only) each to the plaintiff. When the plaintiff presented the said cheques for collection, the cheque was returned unpaid for the reason stating that 'Funds insufficient'. The plaintiff and her husband had been requesting the defendants, both directly and through people, to pay the amount immediately, and register and

purchase the properties. Although the plaintiff has approached the defendant several times demanding the amount to be paid to the plaintiff, the defendant has been avoiding it by giving evasive reply and making excuses. The plaintiff and her family have suffered great hardship and losses due to the nefarious acts of the defendants. The lawyer notices were sent to the defendants on 03-10-2022. However, even after 15 days of receiving the above notice, the defendants were not ready to respond to the notice or register and purchase the property. Therefore, the agreement with the defendants was cancelled on 25/10/2022. When the defendants were informed of the cancellation of the agreement, the defendants informed that they no longer needed the said property. Despite repeated demands by the plaintiff to pay the remaining ₹65,000/- (Rupees Sixty Five Thousand only) due to the plaintiff by the 1st and 2nd defendants and the remaining ₹50,000/- (Rupees Fifty Thousand only) due to the third defendant, the defendants have not yet paid the money. Taking advantage of the fact that the plaintiff and her husband were not present at the time of the construction of the floor, the floor was constructed by encroaching from the land given to the first and second defendants and onto plaint C schedule property owned solely by the plaintiff. The third defendant constructed the floor by encroaching into the property registered and given to the first and second defendants. 1st and 2nd defendants have been occupying and carrying out the construction on the plaint C schedule property and have threatened to not release the C schedule property to

the plaintiff. Hence this suit.

3. On presentation of the plaint, summons were issued to the defendants. Defendants filed vakkalath. But, they did not file written statement. Defendants remained absent before court, their name were called and case against them were heard as exparte.

4. On the side of plaintiff, she was examined as PW1 and Ext. A1 to A6, Ext.A7 series, Ext.A8 to A13 were marked. Ext.C1 and C2 also marked as Court Exhibits.

5. Heard the counsel for the plaintiff.

6. Plaintiff filed affidavit in lieu of examination in chief in tune with the averments in the plaint and the same remains unchallenged and unrebutted. Hence, affidavit was accepted. Plaintiff was examined as PW1. PW1 contended that the plaint A and B schedule properties and other properties belonged to plaintiff by virtue of Ext.A1 Jenmam assignment deed and tax receipts issued by Vettom Village Officer are marked as Ext.A2 series and Ext.A12 series. PW1 further contended that her husband had been facing financial difficulties and had decided to sell a small portion of the land from the estate and the defendants approached her and her husband, and thereafter, the defendants had an agreement with the plaintiff to purchase 4 cents property each from the plaint A and B schedule properties. The above properties are the properties lying east-west along the south-east corner of the property. The defendants had purchased the said

properties at a price fixed by the arbitrators at ₹1,20,000/- (rupees One Lakh and Twenty Thousand only) per cent. In such a situation, the defendants had prepared Ext.A13 agreement on 08-03-2022, days before the registration of the properties. As stated in the above agreement, as per Ext.A3 document, 3 cents of property has been registered and given to defendants No.1 and 2 jointly, and as per Ext.A4 document, 3 cents of property has been registered and given to the 3rd defendant. The properties immediately west of the property transferred to the defendants as per the above are plaint C schedule property belonging to the plaintiff which are a part of plaint A schedule property. According to the agreement between the plaintiff and the defendants, the defendants had agreed to pay the remaining remuneration amount to the plaintiff in full within 3 months from the date of the agreement. However, after 3 months, the remaining amount had not been paid and the properties had not been registered and purchased, and the defendants had not paid the remaining amount of the 3 cents of properties they had registered and purchased, and had not taken steps to register and purchase one cent, and had been dragging their steps. The plaintiff repeatedly demanded the defendants to pay the remaining amount immediately and register and purchase the properties. To discharge the above said liability, defendants have issued two cheques of ₹1,70,000/-(Rupees One Lakh Seventy Thousand only) each to the plaintiff. The said cheques are marked as Ext.A8 and A10 respectively. When the plaintiff presented the said cheques for collection, the cheque was returned unpaid for the

reason stating that 'Funds insufficient'. The memos are marked as Ext.A9 and A11 respectively. The lawyer notices were sent to the defendants on 03-10-2022. The said lawyer notices were marked as Ext.A5 and A6 respectively. Ext.A7 series are the postal receipts and acknowledgment cards. PW1 further contended that despite repeated demands by her tond pay the remaining ₹65,000/- (Rupees Sixty Five Thousand only) due to the plaintiff by the 1st and 2nd defendants and the remaining ₹50,000/- (Rupees Fifty Thousand only) due to the third defendant, the defendants have not yet paid the money, and taking advantage of the fact that the plaintiff and her husband were not present at the time of the construction of the floor, the floor was constructed by encroaching from the land given to the first and second defendants and onto plaint C schedule property owned solely by the plaintiff. The third defendant constructed the floor by encroaching into the property registered and given to the first and second defendants. No contra evidence was tendered on the side of defendants. Affidavit along with the documentary evidence was tendered by PW1 to prove her case. Therefore, this Court is satisfied that the plaintiff has proved her case by adducing cogent and reliable evidence. Hence the plaintiff is entitled to a decree as prayed for.

In the result, suit is decreed as follows:-

1. Directing the defendants No.1 and 2 to give vacant possession of the plaint C schedule property which is the part of plaint A schedule property to the plaintiff within a period of one month

from this date.

2. Directing the defendants No.1 and 2 by way of mandatory injunction to demolish the newly constructed house-floor and related structures on the plaint C schedule property which is the part of the plaint A schedule property and restore the plaint C schedule to the original condition within one month from the date of this judgment. If the defendants No.1 and 2 fail to do so, plaintiff can get it executed by due process of law at the expense of the defendants.
3. The defendants and their men are further restrained, by way of permanent prohibitory injunction, from trespassing into the plaint A and C schedule properties, and from interfering with the plaintiff's peaceful possession and enjoyment of them, and from carrying out construction work on the plaint A and C schedule properties after the plaint C schedule property has been restored to its original condition.
4. Directing the defendants No.1 and 2 to pay an amount of ₹65,000/- (Rupees Sixty Five Thousand only) and to pay ₹50,000/- (Rupees Fifty Thousand only) by defendant No.3 to the plaintiff with interest @ 15% per annum from dated 10.03.2022 till the date of decree and future interest at the rate

of 6% per annum from the date of decree till realization.

5. Plaintiff is entitled to realise the costs of the suit from the defendants.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 16th day of December, 2025).

MUNSIFF.

Appendix :

Plaintiff's Witnesses :

PW1 : Subaida.

Defendants' Witnesses : Nil.

Plaintiff's Exhibits :

A1	: 13-12-2012	: Certified copy of Jenmam Assignment Deed.
A2	: 05-08-2021	: Copy of Tax receipt.
A2(a)	: 14-10-2022	: Copy of Tax receipt.
A3	: 07-03-2022	: Certified copy of Jenmam Assignment Deed from SRO Tirur.
A4	: 07-03-2022	: Certified copy of Jenmam Assignment Deed from SRO
A5	: 03-10-2022	: Copy of Lawyer Notice.
A6	: 03-10-2022	: Copy of Lawyer Notice.
A7(a)	:	: Acknowledgment Card
A7(b)	:	: Acknowledgment Card
A7(c)	:	: Postal receipt.
A7(d)	:	: Postal receipt.
A8	: 15-08-2022	: Cheque No.015101.
A9	: 04-11-2022	: Return Memo.
A10	: 15-08-2022	: Cheque No.473158.
A11	: 04-11-2022	: Return Memo
A12(a)	: 17-06-2025	: Tax receipt.
A12(b)	: 20-11-2024	: Tax receipt.
A12(c)	: 10-10-2023	: Tax receipt.
A13	: 08-03-2022	: Agreement.

Defendants' Exhibits : Nil.

Court Exhibits :

C1 : 31-01-2024 : Commission report submitted by Adv.Kamarudheen.P.

C2 : 31-01-2024 : Plan submitted by Adv.Kamarudheen.P.

MUNSIFF

Typed by : Krishnakumari V

Compared by :1). 2).

Fair Judgment in OS 319/2022
Dated. 16-12-2025
