

IN THE COURT OF THE SUBORDINATE JUDGE OF THALASSERY

**Present : Smt. Sruthy M., Civil Judge(Senior Division)/
Addl. Subordinate Judge, Thalassery.**

Tuesday, the 31st day of March, 2026/10th Chaithra,1948.

ORIGINAL SUIT No. 106 of 2019

- | | | |
|--|---|------------|
| 1. Padmaja.P.K, D/o. Kochankandy |] | |
| Chandu, aged 59 years, residing at |] | |
| Suresh Bhavan, P.O. Ponniam West, |] | |
| Kadirur amsom, Ponniam desom, |] | |
| Thalassery Taluk, Pin-670641. |] | |
| 2. Vineetha.P.K, D/o. Kochankandy |] | |
| Chandu, aged 49 years, residing at |] | |
| Suresh Bhavan, P.O. Ponniam West, |] | |
| Kadirur amsom, Ponniam desom, |] | |
| Thalassery Taluk, Pin-670641. |] | |
| 3. Shaji.P.K, S/o. Kochankandy Chandu, |] | Plaintiffs |
| aged 43 years, residing at Suresh |] | |
| Bhavan, P.O. Ponniam West, Kadirur |] | |
| amsom, Ponniam desom, Thalassery |] | |
| Taluk, Pin-670641. |] | |
| Rep. by Power of Attorney Holder |] | |
| (1 st plaintiff) Padmaja.P.K, |] | |
| W/o. Surendran, aged 59 years, |] | |
| residing at Keerthi Kuteer, |] | |
| Paranjgunnu, P.O. Ponniam West, |] | |
| Thalassery Taluk, Pin-670641. |] | |
| P A allowed as per order in |] | |
| IA. 1860/19 dt. 20.12.2019. |] | |
| 4. Ajith.V.M, S/o. Kochankandy Chandu, |] | |
| aged 46 years, residing at |] | |
| Neelanjanam, P.O. Ponniam West, |] | |
| Eranholi amsom, Chungam desom, |] | |
| Thalassery Taluk, Pin-670641. |] | |

(Through Power of Attorney Holder
Sreevidya.A, W/o. Ajith.V.M, aged 43
years, No occupation, residing at
Neelanjanam, Ponniam West Post,
Pin-670641, Thalassery Taluk,
Kannur District).
(P A allowed as per order in
IA. 01/20 dt. 20.01.2020)

Vs.

1. Suresh.P.K, S/o.Kochankandy
Chandu, aged 56 years, residing at
Shabari House, Near 110 K.V. Sub
Station, P.O. Ponniam West,
Kadirur amsom, Ponniam desom,
Thalassery Taluk, Pin-670641.
 2. Premaja.P.K, D/o. Kochankandy
Chandu, aged 61 years, Shine Niwas,
Punjabi Colony, Ullas Nagar-3,
Mumbai.
 3. Ajaya Kumar, S/o.Kochankandy
Chandu, aged 53 years, residing at
Kochankandy House, P.O. Ponniam
West, Kadirur amsom, Ponniam
desom, Thalassery Taluk.
- Defendants

Through Power of Attorney Holder
Sbina.V, W/o. Ajaya Kumar, aged 37
years, residing at Kochankandy
House, P.O. Ponniam West, Pin-
670641.
(P A allowed as per order in IA.
02/2020 dt. 16.08.2024).

This Suit coming on this day, for final hearing before me in the presence of S/Sri. Anil D. Kaithakkal and Bintah Shabaza Keerchankandi., Advocates for the plaintiffs; of S/Sri.P.K. Mohan Nambiar and Soumya Premanath, Advocates for the 1st defendant; of Sri.K.K. Prasad, Advocate for 2nd defendant and Sri.C.K.

Sreenivasan, Advocate for the 3rd defendant; and the court delivered the following:

J U D G M E N T

The suit was filed for partition among other reliefs.

2. The plaintiffs and defendants were Marumakathayees belonging to the Hindu Thiyya community governed by Marumakathayam law of inheritance. The plaintiffs and defendants are siblings, children of Rayarothu Ponon Gauri and K. Chandu. The Plaint A-Schedule property formed part of a registered Partition Deed No. 778/1994 executed at the Sub-Registry Office, Panoor, between their mother Gauri and her siblings—Valsan, Janu, and Lakshmi. Under this deed, the A-Schedule property was allotted to the joint share of Valsan, Janu, and Lakshmi, while the B-Schedule properties—comprising movables stored in the A-Schedule property and belonging to Valsan, Janu, Lakshmi, and Gauri—remained unpartitioned.

3. Upon Valsan's death on 09.08.2013, his share devolved upon Gouri (mother of plaintiffs and defendants), Janu, and Lakshmi. Sareena, sister of the plaintiffs and defendants, passed away on 06.12.2016, and therefore, her share in the plaint schedule properties devolved on the plaintiffs and defendants. Gouri died on 01.06.2017, vesting her rights in the A- and B-

Schedule properties with the plaintiffs, defendants. Lakshmi died unmarried and issueless on 20.09.2017, after which her share devolved upon Janu, the plaintiffs, and the defendants. Janu too died issueless thereafter, with her rights passing entirely to the plaintiffs and defendants. Consequently, the A- and B-Schedule properties are presently held in co-ownership and joint possession by the plaintiffs and defendants.

4. The plaintiffs, unwilling to continue joint enjoyment of the properties with the defendants, made repeated requests for partition, which went unheeded. Defendant No. 3, on strained terms with the plaintiffs, sought to oust them by attempting to demolish the house on the A-Schedule property, manhandling the plaintiffs, and trying to sell the B-Schedule movables to third parties—with active aid from the other defendants. Compelled by these illegal acts, the plaintiffs were forced to institute this suit for partition of the A- and B-Schedule properties.

5. In his written statement, the 1st defendant asserted his status as a co-owner of the Plaintiff A- and B-Schedule properties, entitled to his lawful share therein. He claimed entitlement to a larger share than averred in the plaint and expressed readiness to pay court fees for separate allotment of his portion. The 1st defendant disputed the valuation in the plaint, contending that

Item No. 1 of the A-Schedule property measures 70 cents—not 78.5 cents—and Item No. 3 measures 15 cents—not 28 cents. Nevertheless, should any excess land exist beyond his knowledge, he consented to its equal partition among the co-owners. The 1st defendant affirmed that the plaintiffs and defendants, as children of Gouri, are the present owners of the plaint schedule properties. His sole contention with the plaintiffs pertained to the computation of shares, with no other disputes raised.

6. The 2nd defendant, in her written statement, admitted the registered Partition Deed dated 07.08.1994 at SRO Panoor, under which the Plaint A-schedule property was allotted to Valsan, Janu, and Lakshmi. She denied, however, that the B-schedule movables belonged to Valsan, Janu, Lakshmi, or Gauri. The deaths of Valsan, Gauri, Sareena, and Lakshmi were conceded, but the 2nd defendant averred that the entire plaint schedule properties devolved exclusively upon Janu following their demise. With respect to a specific portion of the A-Schedule property measuring 13.25 ares, inclusive of a house, well, and appurtenances, Janu executed a registered Gift Deed No. 1279/2019 at SRO Panoor in favour of the 3rd defendant. Since its execution and acceptance, the 3rd defendant has been in exclusive possession of the said portion as absolute owner. Consequently, the entire A-Schedule

property is not available for partition. Most B-Schedule articles belonged to Janu, with the remainder vesting in the 3rd defendant; post-gift, the entire B-Schedule belonged solely to the 3rd defendant. Moreover, not all listed B-Schedule articles are situated in the A-Schedule house.

7. The 2nd defendant denied that the plaintiffs ever demanded partition on 01.02.2019, rendering the alleged cause of action fictitious. While acknowledging joint possession in certain properties available for partition, she alleged that the plaintiffs have been exclusively enjoying the income therefrom without accounting for co-owners' shares, including hers—a fact suppressed in the plaint. Additionally, the defendants' father, Kochangadi Chandu, had acquired property in RS No. 82/2 of Ponniam desom via registered Deed No. 1300/ 1961 at SRO Panoor; he alienated a portion thereof while retaining possession of the balance, including house and well. Upon his death, rights devolved upon the plaintiffs and defendants. Further, under Partition Deed No. 778/1994, certain B-Schedule items were allotted to Gauri, but Gauri assigned her share to Sareena via Deed No. 1813/2010 at SRO Kathiroom. With Sareena deceased, this property is available for partition. Sareena had also acquired separate property via Document No. 43/2012 at SRO Kathiroom in

Eranjoli desom, likewise liable for partition among the plaintiffs and defendants. The 2nd defendant sought separate allotment, having paid requisite court fees therefor.

8. The 3rd defendant, in his written statement, denied the averments in the plaint. He admitted that under the registered Partition Deed No. 778/1994 at SRO Panoor, the Plaint A-Schedule property was allotted to Valsan, Janu, and Lakshmi, but denied that the B-Schedule movables belonged to Valsan, Janu, Lakshmi, or Gauri. While conceding the death dates of Valsan, Gauri, Sareena, and Lakshmi, he averred that the plaint A and B Schedule properties did not devolve upon the plaintiffs and defendants but vested exclusively in Janu upon their demise. A specific portion of the A-Schedule property measuring 13.25 ares was gifted by Janu to the 3rd defendant via registered Gift Deed No. 1279/2019 at SRO Panoor, as delineated in the plan attached thereto. Janu executed this deed voluntarily and of her own free will, with clear intent to transfer absolute title in the gifted property to the 3rd defendant, who accepted it and has since remained in exclusive possession thereof. Consequently, the entire A Schedule property is unavailable for partition. Most B-Schedule articles belonged to Janu, with the remainder vesting in the 3rd defendant; post-gift, the entire B-Schedule belongs solely to him.

Moreover, not all listed B-Schedule articles are situated in the A-Schedule house.

9. The 3rd defendant denied any partition demand on 01.02.2019, noting the property's prior gifting rendered it impossible. He refuted allegations of preventing plaintiffs' entry into the A-Schedule property, demolishing the house therein, manhandling plaintiffs, or attempting to sell B-Schedule movables. None of the plaintiffs or other defendants resided in the A-Schedule property, rendering the entire plaint schedule unavailable for partition and the suit not maintainable. The 3rd defendant alleged that plaintiffs enjoy sole income from other jointly held properties without accounting to co-owners. An additional schedule attached to his statement listed: Item No. 1, acquired by their father K. Chandu via Document No. 1300/1961 at SRO Panoor, under joint possession of plaintiffs and defendants; Item No. 2, allotted to Gauri under Partition Deed No. 778/1994 and assigned by her to Sareena via Document No. 1813/2010, now available for partition; and Item No. 3, belonging to Sareena via Document No. 43/2012, likewise available for partition—none of which were disclosed by the plaintiffs.

10. In the additional written statement, it was admitted that the plaintiffs' averment regarding Document No. 1279/2019 at

SRO Panoor—that it was not executed by Janu—was false. Janu was neither infirm, bedridden, nor mentally weak at the time of execution. Rather, she voluntarily executed the document without any compulsion or undue influence. The property covered thereunder has remained in the ownership and possession of the defendant since its transfer. It was further conceded that the parties belong to the Thiyya community and are followers of the Marumakkathayam law.

11. After considering the plaint and written statement and after hearing both the sides, the following issues were framed.

1. Are the plaint schedule properties partible?
2. Is the gift deed No. 1279/19 a valid document?
3. Are the parties governed by Marumakathayam law of inheritance?
4. Did the plaintiff omit to include the other properties that are partible?
5. Are the written statement (D3) scheduled properties partible?
6. If all the properties scheduled in the plaint and written statement of D3 are partible, what is the quantum of share to be provided?
7. What is the order as to cost?

12. The 1st plaintiff was examined as PW2. Plaintiff no.2 was examined as PW1 and Exts.A1 to A5 and C1 were made. Exts. X1 to X3 were marked subject to proof. The 1st plaintiff was examined as PW2. The defendant no.3 was examined as DW1 and Exts. B1, B3, B4 B6 and B8 marked. Ext.B2, B5, B5(a) marked subject to proof. Ext.B7 not made. The witnesses were examined as DW2 and DW3.

13. Both sides were heard.

14. **Issue no:3 Marumakkathayam law of inheritance.**

Both the plaintiffs and the 3rd defendant admitted that, as members of the Ezhava community in Malabar, they follow the Marumakkathayam law. This admission establishes their status as Marumakkathayis as there is no evidence brought in to refute the same.

15. Upon Valsan's death, his share devolved equally upon Gouri, Janu, and Lakshmi. On Gauri's death, her share vested in the plaintiffs and defendants as her children. Lakshmi's share, upon her death issueless and unmarried (with both parents predeceased), devolved under Section 17 of the Hindu Succession Act, 1956—held applicable even post the Kerala Joint Hindu Family System (Abolition) Act, 1975 by precedents such as **Madhavi Amma v. Kalliani Amma, (1988) 2 KLT 964,**

Bhaskaran v. Kalliani, (1990) 2 KLT 749, Chellamma Kamalamma And Ors. vs Narayana Pillai Prabhakaran Nair, AIR 1993 KER 146 —upon her mother's heirs, namely Janu (her sister) and Gauri's children (plaintiffs and defendants equally).

16. Lakshmi died on 20.09.2017, after which her 1/3 share under Partition Deed No. 778/1994 (Exhibit A-1, SRO Panoor) devolved half to Janu and half collectively to the plaintiffs and defendants. Thus, Janu (also known as Janaki) held rights only over her original 1/3 share plus half of Lakshmi's 1/3, negating exclusive possession. Valsan's 1/3 share had devolved as 1/3 to Gauri (later to plaintiffs and defendants), 1/3 to Lakshmi (half to Janu and half to plaintiffs/defendants), and 1/3 to Janu. Collectively, the plaintiffs and defendants held rights in Gauri's original share, half of Lakshmi's share, and half of Lakshmi's portion of Valsan's share.

17. **Issues Nos. 4 and 5: Additional Properties** The 3rd defendant scheduled certain properties purportedly belonging to their sister Sareena, supported by unchallenged Exhibits B6 and B7. Sareena having died issueless, her properties devolved equally upon the plaintiffs and defendants, her brothers and sisters. No rival claims were advanced regarding properties Items 2 and 3 as listed in the 3rd defendant's written statement. Equal partition is

accordingly granted, with each party allotted a 1/7th share upon division into seven equal portions. Partial partition is deemed inexpedient, as it would invite further suits and protracted litigation.

18. No document substantiates the property allegedly belonging to their father, K. Chandu. Absent such evidence, the claim fails and is disallowed.

19. Issue no: 2 Validity of Exhibit B-2 Gift Deed

The plaintiffs contested Exhibit B-2, a gift deed executed by Janu (also Janaki) in favour of the 3rd defendant, Ajay Kumar, alleging her incompetence due to age and infirmity. They claimed Janu lacked exclusive title over the gifted 13.25-ares portion of the A-Schedule property—plaintiffs and defendants holding concurrent rights—and argued that a sound-minded Janu would not have falsely recited sole ownership therein. The 3rd defendant maintained the plaintiff schedule properties were not partible, a position undermined by Janu’s non-exclusive possession.

20. Plaintiffs highlighted Janu’s age (84 at execution, passing a month later) as evidence of impaired health and mindset. While counsel suggested anxiety medication, medical records (Exhibits X-1, X-2, X-3) revealed only breathlessness, cough, cardiac issues, inflammation, and queried syncope—

temporary loss of consciousness from reduced cerebral blood flow, with prompt recovery. No evidence substantiated anxiety, epilepsy, or mental incapacity. Prescribed medicines addressed respiratory and cardiac ailments exclusively.

21. Janu, a teacher by profession, was literate and fully cognizant of Exhibit B-2's nature. No evidence suggested otherwise. Plaintiffs' assertion that her medicines treated epilepsy lacks support. No physician testified to usage for anxiety or epilepsy, rendering such claims mere conjecture insufficient to impugn her sanity. The court cannot rely on assumptions when it is related to a person's sanity and on the reason for prescribing medicines.

22. Though plaintiffs and defendants claimed accompanying Janu, medical records Exts.X-1, X-2, and X-3 reflect no such involvement. Ext X-1 notes admission by neighbours' alone. Plaintiffs adduced no treating doctors to establish mental unsoundness. PW1 though said that she and her brothers were present with Janu, that was not seen from any records or any oral evidence. The need for writing admitted by neighbours is not reasoned when such close relatives were present. That query was not satisfactorily answered by the plaintiffs.

23. DW-2 Sathi, document attester despite lacking home nurse certification, credibly testified that Janu (with her and Rupesh) signed after hearing it read aloud, affirming contents when queried by the registrar. Execution was assailed by the plaintiffs via DW-2, an uncertified home nurse. DW2 deposed that she resided with Janu for eight months. She attested sound mental faculties save breathing difficulties. DW-2 confirmed Janu heard the document read aloud, affirmed its contents before the registrar, and signed voluntarily even after vigorous cross examination. Exhibit B-2 stands duly proved as a gift deed—not a will—with physical delivery via Geetha to the 3rd defendant, who produced originals of the back document Exhibit B-1.

24. No fraud was alleged or proved. Execution proof withstood the challenge raised. Recital inaccuracies do not vitiate mindset at execution. It does not negate Janu's fitness. In Ext B1 A schedule was allotted to Janu, Valsan and Lakshmi together and B schedule to Gauri. Ext A1 shows that the property in R.S. 150/9B was of 28.35 ares. Out of that Ext B2 show that she had only gifted 13.25 ares. This does not show that she had misread Ext B1 or was not in her sound mind.

25. Signature discrepancy is not proved as it was clear in 1991 versus tremulous in 2019 (at age 86. That only reflects natural aging, not infirmity.

26. Plaintiffs further impugned validity by noting Geetha's interim possession of the document, from whom the 3rd defendant retrieved it. That is of no consequence as the document is produced before court confirming due acceptance and title transfer. Plaintiff herself has stated that the defendant had tried to remove her from the property and had obstructed her presence there. This shows that he was in possession of the property that was gifted to him. In **Sathyanarayanan v. A. Beena Kumari 2025 KER 10845**, the Hon'ble High Court of Kerala had held that law is well settled that with regard to acceptance of gift only very slight evidence is necessary. Even mere knowledge of the donating of a gift in his favour is sufficient to find acceptance of the gift since a man would only be eager to promote his own interests. Here, the original gift deed was produced from the possession of D3. Hence, it cannot be said that there was a question of acceptance of the gift at all.

27. Perusal of Ext X1 showed that neighbours—not plaintiffs or defendants—admitted Janu in the hospital. Plaintiffs failed to

summon treating physicians to prove incapacity, despite assertions of accompaniment (belied by records).

28. In **Alavi v. Aminukutty and Others, 1984 KHC 147**, it was held that, "it is settled law that where the deed of gift itself resides that the donor has given possession of the properties gifted to the donee, such a recital is binding on the heirs of the donor. It is an admission binding on the donor and those claiming under him. Such a recital raised a rebuttable presumption and is ordinarily sufficient to hold that there was delivery of possession. Therefore, the burden lies on those who alleged or claim the contrary to prove affirmatively that in spite of the recitals in the gift deed to the effect that possession has been delivered over, in fact the subject matter of the gift was not delivered over to the donees.

29. The plaintiffs contended that Janaki lacked a clear state of mind due to illness, rendering her incapable of executing Exhibit B-2. However, no evidence was adduced to demonstrate she was bedridden or physically or mentally incapacitated. Learned counsel for the plaintiffs argued that the document was void ab initio owing to patent illegality, obviating the need for cancellation, and cited vitiated consent via fraud, coercion, undue influence, or misrepresentation. They portrayed Janaki as gravely

ill and mentally unfit, dismissing attestors as strangers—though DW-2 indisputably served as her home nurse (qualified or otherwise), appointed by the 3rd defendant, who remitted funds enabling Janaki to pay her. DW-2 testified unequivocally that Janaki suffered only breathing difficulties, which ultimately caused her death.

30. DW-2's unpolished testimony, delivered as a housemaid-cum-home nurse, warrants acceptance given her firsthand account of Janaki's condition. She further deposed that none of the plaintiffs visited Janaki during her stay, bolstering her credibility. That read with the noting in Ext X1 that Janu was admitted in hospital by neighbours show that DW2 was more probable.

31. No basis exists to deem Exhibit B-2 void ab initio. Plaintiffs highlighted signature variations between Exhibit B-1 (1994) and Exhibit B-2 (2019), but such discrepancies are attributable to natural aging over 25 years. Had plaintiffs harboured genuine doubts, they ought to have referred the signatures to a forensic expert. This step was curiously, omitted. Mere allegations cannot substitute for proof; Exhibit B-2 remains validly executed. The deed is upheld, rendering the gifted portion unavailable for partition.

32. Issues no:1 and 6 :

On consideration of the evidence adduced and the pleadings placed before this Court, it is evident that the property covered by Exhibit B2 is not partible between the plaintiffs and the defendants. The other properties in A schedule in the plaint are partible. Likewise, the properties shown as Item Nos. 2 and 3 in the 3rd defendant's written statement are also found to be partible. No evidence was adduced about the movables in the B schedule of the plaint. However, going by Ext B2, they are also part of the house that was bequeathed to D3 by Janu. Hence, B scheduled properties are not found partible.

33. Ext B2 was with respect to the property that came into the share of Janu as per her belief as the entire property was not bequeathed to D3. If by calculating the value of the entire share of Janu, Valsan and Lakshmi in Ext B1 A schedule, the property mentioned in Ext B2 exceeds Janu's share, D3 shall pay owelty of the amount that comes in excess of Janu's share to the other parties proportional to the excess value.

34. Accordingly, A schedule properties except that is mentioned in Ext B2 are liable to be divided among the parties equally. Each party shall be entitled to 1/7 share.

35. **Issue no: 7: Costs**

Each party shall bear their costs.

In the result, the suit is decreed in part.

Preliminary decree is drawn as follows:

1. Plaint A schedule properties except that is mentioned in Ext B2 are liable to be divided among the parties equally. Each party shall be entitled to 1/7 share.

2. Ext B2 was with respect to the property that came into the share of Janu as per her belief as the entire property was not bequeathed to D3. If by calculating the value of the entire share of Janu, Valsan and Lakshmi in Ext B1 A schedule, the property mentioned in Ext B2 exceeds Janu's share, D3 shall pay owelty of the amount that comes in excess of Janu's share to the other parties proportional to the excess value.

3. The properties shown as Item Nos. 2 and 3 in the 3rd defendant's written statement are also found to be partible. Those properties shall be partitioned as 1/7 share each for the plaintiffs and the defendants each.

4. Parties shall take steps under Order 20 Rule 18 of the CPC, without delay.

5. Each party shall bear their costs.

6. The parties shall take further steps to draw out a final decree in compliance with the decision of Hon'ble Apex Court in

Kattukandi Edathil Krishnan and another v. Kattukandi Edathil Valsan and Others., 2022 Live Law (SC) 549.

(Dictated to the C.A., corrected and pronounced by me in the Open Court, this the 31st day of March, 2026).

Sd/-
CIVIL JUDGE
(SENIOR DIVISION)

Plaintiffs' Witnesses:

PW1 : Smt. Vineetha.P.K

PW2 : Smt. Vinitha.P

Plaintiffs' Exhibits:

- A1 : -- : Document No.778/1994 of SRO Panoor (Partition Deed)
- A2 : 05.11.2019 : Admission Card of Tely Medical Centre Limited.
- A3 : 23.09.2019 : Admission Card of Tely Medical Centre Limited.
- A4 : 07.11.2018 : Admission Card of Tely Medical Centre Limited.
- A5 : 04.12.2019 : Copy of Death Certificate of Janaki.R, issued from Thalassery Municipality.

Defendants' Witness:

DW1 : Sri. Ajayakumar.P.K

DW2 : Smt. Sathi

DW3 : Sri. Avinash.E.K

Defendants Exhibits:

- B1 : 09.06.1994 : Document No. 778/94 (Partition deed)

B2	: 19.10.2019	: Document No.1279/19 of SRO, Panoor (Subject Proof) (Gift deed)
B3	: 14.11.2019	: Land Tax Receipt issued by Village officer Pannyannur.
B4	: 18.03.2021	: Land Tax Receipt issued by Village officer Pannyannur.
B5	: --	: Pass Book issued by Sub Treasury officer (Subject to proof)
B5(a)	: --	Treasury Pass Book (Subject to proof) (Relevant page)
B6	: 24.07.2010	: Document No. 1813/10
B7	: --	: Not marked
B8	: 04.01.2012	: Document No. 43/2012 (Jenma assignment deed)

Court Witness:- Nil

Court Exhibits:-

C1	: 21.01.2020	: Commission Report submitted by Binumon Sebastian.M, Advocate Commissioner.
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Third Party Exhibits:-

X1	: --	: Patient Record of Tely Medical Centre Ltd, Thiruvangad, Thalassery. (Subject to proof)
X2	: --	: Patient Record of Tely Medical Centre Ltd, Thiruvangad, Thalassery. (Subject to proof)
X3	: --	: Patient Record of Tely Medical Centre Ltd, Thiruvangad, Thalassery. (Subject to proof)

Sd/-
CIVIL JUDGE
(SENIOR DIVISION)

Fair/Copy of Judgment in
OS. 106/2019
Dated:31.03.2026.