

15 -ാം കേരള നിയമസഭ

14 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1684

19-09-2025 - ൽ മറുപടിയ്ക്ക്

പാലക്കാട് മണ്ണാർക്കാട് മൂപ്പിൽ നായരുടെ തണ്ടപ്പേരുള്ള ഭൂമി രജിസ്ട്രേഷൻ

ചോദ്യം		ഉത്തരം	
ഡോ. എം. കെ. മുനീർ		ശ്രീ. രാമചന്ദ്രൻ കടന്നപ്പള്ളി (രജിസ്ട്രേഷൻ, മ്യൂസിയം, ആർക്കിയോളജി വകുപ്പ് മന്ത്രി)	
(എ)	പാലക്കാട് മണ്ണാർക്കാട് മൂപ്പിൽ നായരുടെ തണ്ടപ്പേരുള്ള ഭൂമിയിൽ ഈ സർക്കാരിന്റെ കാലത്ത് അഗളി സബ് രജിസ്ട്രാർ ഓഫീസിൽ എത്ര ആധാരം രജിസ്റ്റർ ചെയ്തിരുന്നു എന്നതിന്റെ കണക്ക് ലഭ്യമാക്കാമോ;	(എ)	365 ആധാരങ്ങൾ രജിസ്റ്റർ ചെയ്തിട്ടുണ്ട്.
(ബി)	മുൻ ആധാരം ഇല്ലാതെ എങ്ങനെയാണ് ഭൂമി രജിസ്റ്റർ ചെയ്തത് നൽകിയത് എന്ന് വ്യക്തമാക്കാമോ;	(ബി)	1908ലെ രജിസ്ട്രേഷൻ ആക്ട് പ്രകാരമോ, 1958ലെ കേരള രജിസ്ട്രേഷൻ റൂൾ പ്രകാരമോ മുൻ ആധാരങ്ങളുള്ള വസ്തുക്കൾ മാത്രമേ കൈമാറ്റം ചെയ്യാൻ പാടുള്ളൂ എന്ന വ്യവസ്ഥയില്ലാത്തതും, 19.06.2019 തീയതിയിലെ ബഹു. കേരളഹൈക്കോടതി WP(C).15549/2019 നമ്പർ വിധി പ്രകാരം മുൻ ആധാരം നിർബന്ധമില്ല എന്ന് ഉത്തരവായിട്ടുള്ളതുമാണ്.
(സി)	മൂപ്പിൽ നായരുടെ അവകാശികൾ എന്ന് അവകാശപ്പെടുന്ന വ്യക്തികൾ 21-10-2023 മുതൽ നാളിതുവരെ നടത്തിയ ഭൂമി രജിസ്ട്രേഷൻ വിവരങ്ങൾ, കൈമാറിയ വ്യക്തികൾ, ഭൂമി വാങ്ങിയ വ്യക്തികൾ, ആധാരം നമ്പർ, വിസ്തീർണ്ണം, രജിസ്ട്രേഷൻ നടന്ന തീയതി എന്നിവ ലഭ്യമാക്കാമോ;	(സി)	മൂപ്പിൽ നായരുടെ അവകാശികൾ 21/10/2023 മുതൽ നാളിതു വരെ അഗളി സബ് രജിസ്ട്രാർ ഓഫീസിൽ നടത്തിയ കൈമാറ്റങ്ങളുടെ വിവരങ്ങൾ അനുബന്ധം (I) -ൽ ചേർക്കുന്നു.
(ഡി)	അട്ടപ്പാടിയിൽ മണ്ണാർക്കാട് മൂപ്പിൽ നായർ ഏത് കോടതി ഉത്തരവിന്റെ അടിസ്ഥാനത്തിലാണ് 575 ഏക്കർ ഭൂമി വിൽപ്പന നടത്തിയതെന്ന് രജിസ്ട്രേഷൻ വകുപ്പിലെ ഡെപ്യൂട്ടി ഐ.ജി (തൃശൂർ) റിപ്പോർട്ട് നൽകിയതെന്ന് വ്യക്തമാക്കാമോ;	(ഡി)	OS 65/1956 നമ്പർ കേസിൽ ഒറ്റപ്പാലം സബ് കോടതി 30.11.1966 ന് ഓഹരി ഭാഗിപ്പാൻ പ്രാരംഭ വിധിയാവുകയും ബഹു കേരള ഹൈക്കോടതിയിൽ സമർപ്പിച്ച 1967 ലെ AS No 69,113, 164, 169, 394, എന്നീ നമ്പറുകൾ പ്രകാരം 1972 ലെ AS No 20, 206 നമ്പറുകൾ പ്രകാരമുള്ള വ്യവഹാരങ്ങളിലൂടെ 06.12.1972 ലെ വിധിന്യായങ്ങൾ പ്രകാരവും ബഹുമാനപ്പെട്ട സുപ്രീം കോടതിയുടെ 1974 ലെ സിവിൽ അപ്പീൽ നമ്പർ 66, 67 (N) ബോധിപ്പിച്ചതിൽ പിന്നെ ഒറ്റപ്പാലം സബ് കോടതിയിൽ ബോധിപ്പിച്ച് തീർപ്പാക്കിയ 1989 ലെ IA 1208, 1265/1973 എന്നീ നമ്പർ ഒത്ത്

		<p>തീർപ്പ് പെറ്റീഷ്യൻ വിധികളുടെ അടിസ്ഥാനത്തിലും ബഹുമാനപ്പെട്ട സുപ്രീം കോടതിയുടെ സിവിൽ അപ്പീൽ തീർപ്പായതും മൂപ്പത്തിമുന്ന് ഓഹരി അവകാശികളായി മേപ്പടി വിധിന്യായങ്ങളുടെ അടിസ്ഥാനത്തിലും ബഹു കേരള ഹൈക്കോടതിയുടെ WP(C) No. 22780/2021 നമ്പർ റിട്ട് ഹർജിയിലെ ഉത്തരവ് പ്രകാരം അട്ടപ്പാടി ട്രൈബൽ താലൂക്കിൽ കോട്ടത്തറ വില്ലേജിൽ നിന്ന് മണ്ണാർക്കാട് മൂപ്പിൽ സ്ഥാനം പേരിൽ സാക്ഷ്യപത്രം അനുവദിച്ചതിന്റെ അടിസ്ഥാനത്തിലും ആധാരങ്ങൾ നടത്തിയിട്ടുള്ളതാകുന്നു.</p> <p>സ്ഥാവര വസ്തുവിലുള്ള അവകാശത്തിന്റെ അടിസ്ഥാനത്തിൽ തയ്യാറാക്കി ഹാജരാക്കിയ ആധാരങ്ങൾ രജിസ്ട്രേഷൻ നിയമപ്രകാരം സ്വീകരിച്ച് രജിസ്റ്റർ ചെയ്യുകയാണ് ഉണ്ടായത്. രജിസ്ട്രേഷൻ ചട്ടം 67 പ്രകാരം തന്റെ മുൻപിൽ രജിസ്ട്രേഷനായി ഹാജരാക്കുന്ന ആധാരത്തിന്റെ സാധുതയെ പറ്റി അന്വേഷണം നടത്താൻ രജിസ്റ്ററിങ് ഉദ്യോഗസ്ഥന് അധികാരം ഇല്ലാത്തതാണ് എന്നും കളവിനും കൃത്രിമതത്തിനും എതിരെ മുൻകരുതൽ എന്ന നിലയിൽ ഇടപാടുകൾ പരസ്യപ്പെടുത്തുക എന്നതാണ് രജിസ്ട്രേഷൻ ലക്ഷ്യമെന്നും അല്ലാതെ ആധാരത്തിന്റെ സാധുത അല്ല എന്നും വിവിധ നീതിന്യായ കോടതികൾ അഭിപ്രായപ്പെട്ടിട്ടുള്ളതുമാണ്.</p>
(ഇ)	<p>ഏത് വർഷത്തിലെ ഏത് കോടതി ഉത്തരവിലാണ് മൂപ്പിൽ നായർക്ക് 575 ഏക്കർ ഭൂമിയുണ്ടെന്ന് പ്രസ്താവിച്ചത് എന്ന് വ്യക്തമാക്കാമോ;</p>	(ഇ) <p>OS 65/1956 നമ്പർ കേസിൽ ഒറ്റപ്പാലം സബ് കോടതി 30.11.1966 ന് ഓഹരി ഭാഗിപ്പാൻ പ്രാരംഭ വിധിയാവുകയും ബഹു കേരള ഹൈക്കോടതിയിൽ സമർപ്പിച്ച 1967 ലെ AS No 69,113, 164, 169, 394, എന്നീ നമ്പറുകൾ പ്രകാരം 1972 ലെ AS No 20, 206 നമ്പറുകൾ പ്രകാരമുള്ള വ്യവഹാരങ്ങളിലൂടെ 06.12.1972 ലെ വിധിന്യായങ്ങൾ പ്രകാരവും ബഹുമാനപ്പെട്ട സുപ്രീം കോടതിയുടെ 1974 ലെ സിവിൽ അപ്പീൽ നമ്പർ 66, 67 (N) ബോധിപ്പിച്ചതിൽ പിന്നെ ഒറ്റപ്പാലം സബ് കോടതിയിൽ ബോധിപ്പിച്ച് തീർപ്പാക്കിയ 1989 ലെ IA 1208, 1265/1973 എന്നീ നമ്പർ ഒത്ത തീർപ്പ് പെറ്റീഷ്യൻ വിധികളുടെ അടിസ്ഥാനത്തിലും ബഹുമാനപ്പെട്ട സുപ്രീം കോടതിയുടെ സിവിൽ അപ്പീൽ തീർപ്പായതും മൂപ്പത്തിമുന്ന് ഓഹരി അവകാശികളായി മേപ്പടി വിധിന്യായങ്ങളുടെ അടിസ്ഥാനത്തിലും ബഹു കേരള ഹൈക്കോടതിയുടെ WP(C) No. 22780/2021 നമ്പർ റിട്ട് ഹർജിയിലെ ഉത്തരവ് പ്രകാരം</p>

			അട്ടപ്പാടി ട്രൈബൽ താലൂക്കിൽ കോട്ടത്തറ വില്ലേജിൽ നിന്ന് മണ്ണാർക്കാട് മൂപ്പിൽ സ്ഥാനം പേരിൽ സാക്ഷ്യപത്രം അനുവദിച്ചതിന്റെ അടിസ്ഥാനത്തിലും ആധാരങ്ങൾ നടത്തിയിട്ടുള്ളതാകുന്നു.
(എഫ്)	മൂപ്പിൽ നായർക്ക് ഭൂമിയിൽ ഉടമസ്ഥതയുണ്ടെന്നുള്ള കോടതി ഉത്തരവിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എഫ്)	അനുബന്ധം (II) ൽ ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ

Enclosure I

അവകാശികളുടെ പേര്	ഇടകലർന്ന അവകാശം	ആധാര നമ്പർ
ശശീന്ദ്രൻ ഉണ്ണി കെ എം ശ്രീകുമാരൻ ഉണ്ണി കെ എം കെ എം ഭവദാസൻ രമേശനൂണി കെ എം	മുപ്പത്തി മൂന്നിൽ നാല് എടകലർന്ന ഓഹരി (4/33) അവകാശം	2024 ലെ ഒന്നാം പുസ്തകം 664 മുതൽ 675 വരെയും, 828 മുതൽ 840 വരെയും, 1191 മുതൽ 1199 വരെയും, 1201 മുതൽ 1210 വരെയും, 1217 മുതൽ 1234 വരെയും ആധാരങ്ങൾ
ഇന്ദിരാന്തേയ്യൻ എന്ന ഇന്ദിര മേനോൻ പത്മിനി നേയ്യൻ എന്ന പത്മിനി മേനോൻ കെ എം മനോമോഹൻ ഉണ്ണി	മുപ്പത്തി മൂന്നിൽ ആറ് എടകലർന്ന ഓഹരി (6/33) അവകാശം	2024 ലെ ഒന്നാം പുസ്തകം 1658 മുതൽ 1678 വരെയും, 1692 മുതൽ 1700 വരെയും, 1754 മുതൽ 1781

<p>ജയശ്രീ രാജ</p> <p>മദൻമോഹൻ കെ എം</p> <p>ലക്ഷ്മിദേവി കെ എം</p> <p>അശ്വിൻ സി മോഹനൻ</p> <p>സുശീല</p> <p>അഞ്ജലി സി മോഹൻ</p>		<p>വരെയും 1894</p> <p>മുതൽ 1896</p> <p>വരെയും</p> <p>ആധാരങ്ങൾ</p>
<p>ഗോവിന്ദൻകുന്നത്താട്ട്</p> <p>നന്ദനൻ</p> <p>പൂർണ്ണിമമോഹൻദാസ്</p> <p>വിനീത രാങ്കമാർ</p> <p>കൃഷ്ണൻ കെ.ജി</p> <p>വൽസകുമാർ പി ജി</p> <p>സിന്ധുബാലഗോപാൽ</p> <p>പുല്ലപാടത്ത് ഗോപാലനമ്പ്ലി</p> <p>സതീഷ്</p>	<p>മുപ്പത്തിമൂന്നിൽ</p> <p>അഞ്ച് ദശാംശം</p> <p>ആറ് ആറ്</p> <p>എടകലർന്ന ഓഹരി</p> <p>(5.66/33)</p> <p>അവകാശം</p>	<p>2024 ലെ ഒന്നാം</p> <p>പുസ്തകം 2118</p> <p>മുതൽ 2145</p> <p>വരെയും, 2161</p> <p>മുതൽ 2176</p> <p>വരെയും, 2221</p> <p>മുതൽ 2237</p> <p>വരെയും</p> <p>ആധാരങ്ങൾ</p>

<p>ബാലചന്ദ്രനുണ്ണി</p> <p>ദേവയാനി അമ്മ സി</p> <p>സബിത സി</p> <p>സഞ്ജീവ് സി</p> <p>സൗമിനി അമ്മ</p> <p>സോമനാഥൻ</p> <p>സൗദാമിനി വർമ്മ കെ എം</p> <p>കേശവൻ കുറുപ്പത്താട്ട്</p> <p>മാത്തിൽ</p> <p>സുകുമാരി ആർ നായർ</p> <p>എന്ന എം സുകുമാരി</p> <p>എ നാരായണനുണ്ണി</p>	<p>മുപ്പത്തിമുന്നിൽ ഏഴ്</p> <p>എടകലർന്ന ഓഹരി</p> <p>(7/33)</p>	<p>2025 ലെ ഒന്നാം</p> <p>പുസ്തകം 377</p> <p>മുതൽ</p> <p>410 വരെയും 414</p> <p>മുതൽ 440</p> <p>വരെയും</p> <p>ആധാരങ്ങൾ</p>
<p>കെ പി രാജേന്ദ്രൻ</p> <p>കെ പി രാധമ്മ</p> <p>വസന്ത ഭാസ്കരൻ</p> <p>സുനന്ദ നാരായണൻ കുട്ടി</p> <p>ശോഭന മേനോൻ</p> <p>കൃഷ്ണനുണ്ണി കെ പി</p>	<p>മുപ്പത്തിമുന്നിൽ</p> <p>രണ്ട് ദശാംശം ആറ്</p> <p>ആറ് എടകലർന്ന</p> <p>ഓഹരി (2.66/33)</p> <p>അവകാശം</p>	<p>2025ലെ ഒന്നാം</p> <p>പുസ്തകം 840</p> <p>മുതൽ 859 വരെ</p> <p>ആധാരങ്ങൾ</p>

മദന മോഹനൻ കെ പി		
<p>കെ ബി സുഭാഷ്</p> <p>സുന്ദരി മേനോൻ കെ</p> <p>കേലൻ കുമരത്ത് ഭാസ്കർ</p> <p>സുനിത</p> <p>പി ജി ഗോപകുമാർ</p> <p>സുജാത മോഹൻ</p> <p>പ്രകാശ് മേനോൻ</p> <p>പ്രദീപ് മേനോൻ</p> <p>പി പ്രവീൺ മേനോൻ</p> <p>പ്രീതി പി</p> <p>പി ആർ ഹരിദാസ്</p> <p>സുരേന്ദ്രൻ രാമനുണ്ണി</p> <p>പെരുമ്പിലാവിൽ</p> <p>ശശിധരൻ</p>	<p>മുപ്പത്തിമൂന്നിൽ</p> <p>ഒന്ന് എടകലർന്ന</p> <p>ഓഹരി (1/33)</p> <p>അവകാശം</p>	<p>2025 ലെ ഒന്നാം</p> <p>പുസ്തകം 877 മുതൽ</p> <p>891 വരെയും 2025</p> <p>ലെ ഒന്നാം പുസ്തകം</p> <p>892 മുതൽ 896</p> <p>വരെയും</p> <p>ആധാരങ്ങൾ</p>
<p>രോഹിണി കെന്നത്ത്മുരളി</p> <p>ലക്ഷ്മി കെ എം</p> <p>കെ എം ശ്രീരാം</p> <p>ഉഷ കെ</p>	<p>മുപ്പത്തിമൂന്നിൽ</p> <p>ദശാംശം രണ്ട് അഞ്ച്</p> <p>എടകലർന്ന</p> <p>ഓഹരി (0.25/33)</p> <p>അവകാശം</p>	<p>2025 ലെ ഒന്നാം</p> <p>പുസ്തകം 967</p> <p>മുതൽ 986 വരെ</p> <p>ആധാരങ്ങൾ</p>
<p>രഘുനാഥ് സി</p> <p>പി കൃഷ്ണകുമാർ</p> <p>രമണി അശോകൻ</p>	<p>മുപ്പത്തിമൂന്നിൽ ഒന്ന്</p> <p>എടകലർന്ന ഓഹരി</p> <p>(1/33) അവകാശം</p>	<p>2025 ലെ ഒന്നാം</p> <p>പുസ്തകം 947</p> <p>മുതൽ 966 വരെ</p> <p>ആധാരങ്ങൾ</p>

കുഞ്ഞിമാളുനേത്യാർ കെ എം ലതിക കെ എം	മുപ്പത്തിമൂന്നിൽ 3.20 എടകലർന്ന ഓഹരി (3.20/33) അവകാശം	2025ലെ ഒന്നാം പുസ്തകം 1080 മുതൽ 1099 വരെ ആധാരങ്ങൾ
എ രാജീവ് രേണുക സത്യജിത്ത്	മുപ്പത്തിമൂന്നിൽ 1.20 എടകലർന്ന ഓഹരി (1.20/33) അവകാശം	2025ലെ ഒന്നാം പുസ്തകം 1184 മുതൽ 1203 വരെ ആധാരങ്ങൾ

DETAILS DOCUMENT REGISTERED BY THE FAMILI MEMBERS OF MANNARKKAD MOGE

SI No.	DOC No.	EXECUTANT	CLAIMANT	Survey No	EXT
1	664/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	നദീര തോടേങ്ങൽ കടുങ്ങാപുരം	762/72	5.26.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
		ശശീന്ദ്രന് ഉണ്ണി കെ എം			

2	665/2024		എസ് ടുണറ്റ് വിൻസ്റ്റിന 301 ശ്രീദക്ഷാസ്	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി	ആശ്രിത അപ്പാർട്ട്മെന്റ് തൊണ്ടമുത്ത്		
		രമേശനൂണ്ണി കെ എം	തുർ റോഡ് കോയമ്പത്തൂർ നോർത്ത്		
3	666/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	തോമസ് വർഗ്ഗീസ് തേവർക്കാട്ടിൽ പുതുപരിയാരം	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
4	667/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	ടിബിന് ജോർജ്ജ് ആവാരപ്പാട്ട് പുതുപരിയാരം	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
5	668/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	തോമസ് കെ എം കൈതക്കുഴി ആത്തിക്കയം	762/72	4.85.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
6	669/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	സുബി ഇമ്മാനുവേൽ മുണ്ടക്കത്തറപ്പേൽ കാരം	762/72	4.85.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			

		രമേശനൂണ്ണി കെ എം			
7	670/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	ജോബി കെ ജെ ക തെക്കുഴിയില് ക ാരാകുറിശ്ശി	762/72	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
8	671/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	എം പി തോമസ് മ ണ്ടകം കോഴഞ്ചേരി	762/72	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
9	672/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	തുമ്പസീമണി 1/1 പ രുമുഗൈ അടസ പ്പാളയം ഈറോഡ്	762/72	5.26.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
10	673/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	മുഹമ്മദ് റഫീന് ക കളത്തിങ്കല് ഹാജിര്പ്പള്ളി	762/72	4.45.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
		ശശീന്ദ്രന് ഉണ്ണി കെ എം			

11	674/2024	ശ്രീകുമാരൻ ഉണ്ണി കെ എം	അലി എടത്തടത്തിൽ എടത്തടം കടുങ്ങാപുരം	762/72	4.45.0
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
12	675/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	നാഗരാജ് എം ഗുളിക്കടവ് അഗളി	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
13	828/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Safic ali M No 2 Rose Gurden Annex C oimbatore	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
14	829/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Shameel S 47 Rose Guarden Annex Coimbatore	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
15	830/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Bahar muslim Ehsan Mannarkkad	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			

		രമേശനുമ്മി കെ എം			
16	831/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Azarudeen K 63/1G M Nagar Coimbatore	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
17	832/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Basith muslim Guls han nanachappa na gar Mannarkkad	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
18	833/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Basith muslim Guls han nanachappa na gar Mannarkkad	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
19	834/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	SHAHJAHAN S 21 B harathi nagar Kuni yamuthu Coimbatore	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
		ശശീന്ദ്രന് ഉണ്ണി കെ എം			

20	835/2024	ശ്രീകുമാരൻ ഉണ്ണി കെ എം	Ahamed Ansar M S 11/4 11/5 Thirumal ainagar Podanur Co imbatore	1819/23	4.5.0
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
21	836/25	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Azarudheen Aabdul Salam 9/218 24 Vee rapandi Coimbatore	1819/23	2.2.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
22	837/2024	രമേശനുണ്ണി കെ എം	Mohammed Rraffi J New 9/220 24 Veer apandi Coimbatore	1819/23	4.5.0
		ശശീന്ദ്രൻ ഉണ്ണി കെ എം			
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
23	838/2024	കെ എം ഭവദാസൻ ഉണ്ണി	Tanzil S 2 Roseguar denannex Coimbator e	1819/23	4.5.0
		രമേശനുണ്ണി കെ എം			
		ശശീന്ദ്രൻ ഉണ്ണി കെ എം			
24	839/2024	ശ്രീകുമാരൻ ഉണ്ണി കെ എം	Abdul samad p s Pa lippurakkal Mattat hukkad	1819/23	2.2.0
		കെ എം ഭവദാസൻ ഉണ്ണി			
		ശശീന്ദ്രൻ ഉണ്ണി കെ എം			

		രമേശനുമ്മി കെ എം			
25	840/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Waseem ahmed 43 Sathyanarayanan na gar 11th Street Coi mbatore	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
26	1191/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	ഷിജു റ്റി സി തടിക്കമാലിൽ കാർ റ	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
27	1192/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	ഗൗതം എം നായ്ക് കർപ്പാടി കോട്ടത്ത റ	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുമ്മി കെ എം			
28	1193/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	അൽ സിറാജുദ്ദീൻ പൊട്ടച്ചിറ അഗളി	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുമ്മി കെ എം			

29	1194/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	രാജേശ്വരി 45/2/32 പുതുപള്ളം അന്തി യൂർ ഈറോഡ്	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
30	1195/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Ibrahim M P Mullap palli Anakkayam	762/72	2.83.2
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
31	1196/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Susamma Mathew Mandakathil House Kozhuvalloor	762/72	4.45.1
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
32	1197/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	കൃഷ്ണസ്വാമി എം കൃഷ്ണ നിവാസ് അ ഗളി	524/71	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
33	1198/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	ബിജു വർഗ്ഗീസ് ത ങ്കുവിളയിൽ അ	524/71	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			

		കെ എം ഭവദാസന് ഉണ്ണി	ഗളി		
		രമേശനുണ്ണി കെ എം			
34	1199/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	രതീഷ് കെ പി കു ന്നുമേല് കള്ളമല	524/71	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
35	1201/24	ശശീന്ദ്രന് ഉണ്ണി കെ എം	സിജോ നടക്കല് അഗളി	762/72	2.83.2
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
36	1202/24	ശശീന്ദ്രന് ഉണ്ണി കെ എം	രാമദാസ് കെ ബി കുന്നത് ഹൗസ് ഇരട്ടപ്പുഴ	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
37	1203/24	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Nagaraj M Krishna Nivas Agali	404/1	0.56.6
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			

38	1204/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Ramadas K B Kunnath Madu	404/3	1.74.2
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
39	1205/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Balasubramanian Balu nivas Agali	524/71	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
40	1206/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Jamal Mohamed M I 16A Hussain Guar den Thirumarai Nag ar Podanur Tamilna du	1819/23	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
41	1207/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Vikraman Moolayam House Ag ali	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
42	1208/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	Swafwa Fathima M Maramparambil Hou	762/72	4.5.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			

		കെ എം ഭവദാസന് ഉണ്ണി	se Pulamanthole		
		രമേശനൂണ്ണി കെ എം			
43	1209/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Zubair Ahmed N 3 1st Cross Street Sat hya Narayan Nagar Tamilnadu	1819/23	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
44	1210/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Vijayan 3/10 Chellu parambil Mattathuk kad	524/58	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
45	1217/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	MATHEW P J Pulikkal Namppulli pura	762/72	4.19.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			
46	1218/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	AJITH RAJ P V Poo ngarankudiyil Agali	620/1	4.86.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനൂണ്ണി കെ എം			

47	1219/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	SHIBU VARGHESE T hevarkkattil Nambu Ilipura	762/72	4.45.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
48	1220/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	THOMAS MATHEW Kaithakuzhiyil Keralassery	762/72	4.45.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
49	1221/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	M.P.MATHEW Mandakathil Kozhu valloor	762/72	1.88.1
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
50	1222/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	RAMESH 15/562 Ne ar Niskarapalli Man narkkad College	620/1	4.86.0
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			
		കെ എം ഭവദാസൻ ഉണ്ണി			
		രമേശ്വരൻ ഉണ്ണി കെ എം			
51	1223/2024	ശശീന്ദ്രൻ ഉണ്ണി കെ എം	ഹരിദാസ് എം വിഷ്ണു ഭവൻ ചിണ്ട ങ്ങ	508	0.4.85
		ശ്രീകുമാരൻ ഉണ്ണി കെ എം			

		കെ എം ഭവദാസന് ഉണ്ണി	ക്കി പി ഒ		
		രമേശനുണ്ണി കെ എം			
52	1224/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Sakthikumar V Deepa Nivas Agali	524/58	2.83.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
53	1225/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
54	1226/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Sukumaran K Palolam Thenkara	524/58	1.34.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
55	1227/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Anitha M Adiyath Muthukuru ssi	620/1	4.86.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			

56	1228/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Sureshkumar Thulas ibhavanam Agali	524/84	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
57	1229/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Rani Krishna Nivas Agali	762/72	3.64.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
58	1230/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Ruksana Mangadan Viyyakurissi	524/58	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
59	1231/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Shamseera Thottikulayan Viyyakurissi	524/58	3.93.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
60	1232/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Arun G Ambika Nivas	524/60	4.5.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			

		കെ എം ഭവദാസന് ഉണ്ണി	Agali		
		രമേശനുണ്ണി കെ എം			
61	1233/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Satheesh K 4 Asari Street vedas andur Tamilnadu	620/1	0.80.9
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
62	1234/2024	ശശീന്ദ്രന് ഉണ്ണി കെ എം	Ayishabi P Kozhisseri Viyyakur issi	620/1	4.86.0
		ശ്രീകുമാരന് ഉണ്ണി കെ എം			
		കെ എം ഭവദാസന് ഉണ്ണി			
		രമേശനുണ്ണി കെ എം			
63	1658/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Biju Varghese Thek kuvilayil Agali	524/71	4.5.0
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹന് ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹന് കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിന് സി മോഹന്			
		സുശീല			
		അഞ്ജലി സി മോഹന്			

64	1659/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Rani M Krishna Nivas Agali	762/72	3.64.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
65	1660/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Tibin George Aavar appattu Puliyampull iyil Puthupariyaram	762/72	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			

66	1661/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Ramesh 15/562 Near Niskarapalli Mannarkkad College	620/1	4.86.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
67	1662/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	M P Thomas Mandakathil Kozhenchery	762/72	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര			

68	1663/2024	പത്തിനി നേത്യാര് എന്ന പത്തിനി മേനോന്	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		കെ എം മനോമോഹന് ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹന് കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിന് സി മോഹന്			
		സുശീല			
		അഞ്ജലി സി മോഹന്			
69	1664/2024	ഇന്ദിരനേത്യാര് എന്ന ഇന്ദിര മേനോന്	Ruksana Mangadan Viyyakurissi	524/58	4.5.0
		പത്തിനി നേത്യാര് എന്ന പത്തിനി മേനോന്			
		കെ എം മനോമോഹന് ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹന് കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിന് സി മോഹന്			
		സുശീല			
		അഞ്ജലി സി മോഹന്			
		ഇന്ദിരനേത്യാര് എന്ന ഇന്ദിര മേനോന്			
		പത്തിനി നേത്യാര് എന്ന പത്തിനി മേനോന്			
		ഇന്ദിരനേത്യാര് എന്ന ഇന്ദിര മേനോന്			

70	1665/2024	ത്തിനി മേനോൻ	Goutham M Naikkarpadi Kottathara	1819/23	4.5.0
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
71	1666/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Vijayan Chelluparambil Mat tathukkad	524/58	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			

72	1667/2024	കെ എം മനോമോഹൻഉണ്ണി	Thomas Varghese Th hevarakkattil Nambu llippuram Puthupari yaram	762/72	4.5.0
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
73	1668/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Shiju T C Thadikkamalil Karara	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			

74	1669/2024	ജയശ്രീ രാജ	Rajeswari K 45/2/3 2 A Puthuppallam g ettisamudram Anthi yoor Tamilnadu	1819/23	4.5.0
		മദന്മോഹന് കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിന് സി മോഹന്			
		സുശീല			
		അഞ്ജലി സി മോഹന്			
75	1670/2024	ഇന്ദിരനേത്യാര് എന്ന ഇന്ദിര മേനോന്	Thomas Mathew Ka ithakuzhiyil Keralas sery	762/72	4.5.0
		പത്മിനി നേത്യാര് എന്ന പ ത്മിനി മേനോന്			
		കെ എം മനോമോഹന്ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹന് കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിന് സി മോഹന്			
		സുശീല			
		അഞ്ജലി സി മോഹന്	All Sirajudheen Pott		
		ഇന്ദിരനേത്യാര് എന്ന ഇന്ദിര മേനോന്			
		പത്മിനി നേത്യാര് എന്ന പ ത്മിനി മേനോന്			
		കെ എം മനോമോഹന്ഉണ്ണി			
		ജയശ്രീ രാജ			

76	1671/2024	മദന്മോഹൻ കെഎം	achira Agali	1819/23	4.5.0
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
77	1672/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	S Duenet Vinsteena Flat No 301 Sree Dh ashas Aasritha App artment Thondamut hoor Road Tamilna du	762/72	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
78	1673/2024	അഞ്ജലി സി മോഹൻ	Ramadas K B Kunnath	1819/23	4.5.0
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			

		<div>ലക്ഷ്മിദേവി കെ എം</div> <div>അശ്വിൻ സി മോഹൻ</div> <div>സുശീല</div> <div>അഞ്ജലി സി മോഹൻ</div>	Madu		
79	1674/2024	<div>ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ</div> <div>പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ</div> <div>കെ എം മനോമോഹൻഉണ്ണി</div> <div>ജയശ്രീ രാജ</div> <div>മദന്മോഹൻ കെഎം</div> <div>ലക്ഷ്മിദേവി കെ എം</div> <div>അശ്വിൻ സി മോഹൻ</div> <div>സുശീല</div> <div>അഞ്ജലി സി മോഹൻ</div>	<div>Jobi K J</div> <div>Kaithakuzhiyil Kara kurussi</div>	762/72	4.5.0
80	1675/2024	<div>ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ</div> <div>പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ</div> <div>കെ എം മനോമോഹൻഉണ്ണി</div> <div>ജയശ്രീ രാജ</div> <div>മദന്മോഹൻ കെഎം</div> <div>ലക്ഷ്മിദേവി കെ എം</div>	<div>Vikraman</div> <div>Moolayam Agali</div>	762/72	4.5.0

		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
81	1676/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Shibu Varghese The varkkattil Nambulli ppuram Nambullipura	762/72	4.45.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
82	1677/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Krishnaswami M Krishna Nivas Agali	524/71	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			

		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
83	1678/2024	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Arun G Ambika Nivas Agali	524/60	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദൻമോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
84	1692/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T amilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദൻമോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			

		അഞ്ജലി സി മോഹൻ			
85	1693/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Abdul Samad P S Pa lippurakkal Mattat hukkad	1819/23	2.2.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
86	1694/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Tanzil S No. 2 Rose Guarden An nex South Ukkadam Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			

87	1695/24	അഞ്ചലി സി മോഹൻ	Abuthahir K M 60/37 Thirumoorth y Nagar Kuniyamut hur Tamilnadu	1819/23	4.5.0
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
88	1696/24	അഞ്ചലി സി മോഹൻ	Basith Muslim Gulshan Nanchappa Nagar Mannarkkad	1819/23	4.5.0
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ചലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര			

89	1697/24	മേനോൻ	M P Mathew Manda kathil Kozhuvallloor	762/72	1.88.1
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
90	1698/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Safic Ali M No 2 Rose Guarden Annex South Ukkadam Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			

91	1699/24	പത്തിനി നേത്യാർ എന്ന പത്തിനി മേനോൻ	Satheesh K 4 Asari Street Veda sandur Tamilnadu	620/1	0.80.9
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
92	1700/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Bahar Muslim EHSAN Mannarkkad	1819/23	4.5.0
		പത്തിനി നേത്യാർ എന്ന പത്തിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്തിനി നേത്യാർ എന്ന പ			

93	1754/24	ത്തിനി മേനോൻ	Yogesh Vidhyasagar No 27 Ramanujam Nagar Tamilnadu	762/72	4.85.6
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
94	1755/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Anitha M Adiyath Muthukurussi	620/1	4.86.6
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			

95	1756/24	കെ എം മനോമോഹൻ ഉണ്ണി	Selvaraj 1/804 Thekkumukkiyur K ottathara	762/72	2.83.2
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
96	1757/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Sukumaran Palolam Thenkara	524/58	1.34.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			

97	1758/24	ജയശ്രീ രാജ	Sakthikumar V Deepa Nivas Agali	524/58	2.83.6
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
98	1759/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Ajith Raj P V Poon garankudiyil Agali	620/1	4.86.6
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ	Mathew P J Pulikkal		
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			

99	1760/2024	മദന്മോഹൻ കെഎം	Namppullipura	762/72	4.19.0
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
100	1761/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Sureshkumar Thulas ibhavanam Agali	524/84	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
101	1762/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Mohammed Raffi J New 9/220 Anakkat ti 24 Veerapandi Tami	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			

		ലക്ഷ്മിദേവി കെ എം	Inadu		
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
102	1763/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Harikrishnan M 332/5 LVB Nagar A nnex Tamilnadu	762/72	4.45.1
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
103	1764/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			

		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
104	1765/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	1 Manikandan S 15/32 A Kondanur Pudhur 24 Veerapa ndi Anaikatti (Nort h) Tamilnadu 2 Baskar M 1/191D Tamilnadu	762/72	4.45.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
105	1766/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Satheesh 116 1st Street Meen akshi Gardens G N Mills Post Tamilnad u	762/72	4.45.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			

		<div>സുശീല</div> <div>അഞ്ജലി സി മോഹൻ</div>			
106	1767/24	<div>ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ</div> <div>പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ</div> <div>കെ എം മനോമോഹൻഉണ്ണി</div> <div>ജയശ്രീ രാജ</div> <div>മദന്മോഹൻ കെഎം</div> <div>ലക്ഷ്മിദേവി കെ എം</div> <div>അശ്വിൻ സി മോഹൻ</div> <div>സുശീല</div> <div>അഞ്ജലി സി മോഹൻ</div>	<div>Balasubramanian</div> <div>Balu Nivas</div> <div>Agali</div>	524/71	4.5.0
107	1768/24	<div>ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ</div> <div>പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ</div> <div>കെ എം മനോമോഹൻഉണ്ണി</div> <div>ജയശ്രീ രാജ</div> <div>മദന്മോഹൻ കെഎം</div> <div>ലക്ഷ്മിദേവി കെ എം</div> <div>അശ്വിൻ സി മോഹൻ</div>	<div>Nagaraj M</div> <div>Krishna Nivas</div> <div>Agali</div>	404/1	0.56.6

		സുശീല അഞ്ജലി സി മോഹൻ			
108	1769/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tami Inadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
109	1770/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Sijo Nadackal Agali	762/72	2.83.2
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			

		അഞ്ജലി സി മോഹൻ			
110	1771/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Zubair Ahmed N 3 1st Cross Street Sathya Narayan Na gar Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
111	1772/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Ahamed Ansar M S 11/4 11/5 Madhina Nagar Thirumarai N agar Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			

112	1773/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര	Jamal Mohamed M I 16A Hussain Guard n Thirumarai Nagar Podanur Tamilnadu	1819/23	4.5.0
		പത്മിനി നേത്യാർ എന്ന പ			
		ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
113	1774/24	അഞ്ജലി സി മോഹൻ	Ayishabi P Kozhisseri Viyyakurissi	620/1	4.86.0
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര			
		മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പ			
		ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര			
		മേനോൻ			

114	1775/24	പത്തിനി നേതൃത്വം എന്ന പ	Shamseera Thottiku layan Viyyakurissi	524/58	3.93.0
		ത്തിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
115	1776/24	അഞ്ജലി സി മോഹൻ	Murali M V Moothantara Edathara	762/72	4.5.0
		ഇന്ദിരനേതൃത്വം എന്ന ഇന്ദിര			
		മേനോൻ			
		പത്തിനി നേതൃത്വം എന്ന പ			
		ത്തിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേതൃത്വം എന്ന ഇന്ദിര			
		മേനോൻ			
		പത്തിനി നേതൃത്വം എന്ന പ			

116	1777/24	ത്തിനി മേനോൻ	1 Varun Chidambar an 2 Old bypass road Punjaipugalur karu r Tamilnadu 2 Subramaniam 11 12 Venkatachala pathy elementary S chool street Kongu Nagar Tamilnadu	762/72	5.26.0
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
117	1778/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Azarudeen Abdul Sa lam 9/218 24 Veera pandi Anakkatti Tamilnadu	1819/23	2.2.0
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻ ഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെ എം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			

118	1779/24	കെ എം മനോമോഹൻഉണ്ണി	Shameel S No 47 Rose Guard n Annex South Ukk adam Tamilnadu	1819/23	4.5.0
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
119	1780/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Kesavan Ammaiya pan 5/1 Senguntha p uram 8th Cross Tamilnadu	762/72	4.85.0
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			

120	1781/24	ജയശ്രീ രാജ	Thulasimani G First Street Adasappa aalaiyam Tamilnadu	524/71	4.5.0
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
121	1894/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Hariprasad K Kunnath Parasseri	762/72	4.5.0
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മീദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ	Vinod Kumar		
		ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ			
		പത്മിനി നേത്യാർ എന്ന പ ത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			

122	1895/24	മദന്മോഹൻ കെഎം	Indhu Nivas Sholayur	762/72	5.26.0
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
		അഞ്ജലി സി മോഹൻ			
123	1896/24	ഇന്ദിരനേത്യാർ എന്ന ഇന്ദിര മേനോൻ	Ramadas K B Kunnath Madu	404/3	1.74.2
		പത്മിനി നേത്യാർ എന്ന പത്മിനി മേനോൻ			
		കെ എം മനോമോഹൻഉണ്ണി			
		ജയശ്രീ രാജ			
		മദന്മോഹൻ കെഎം			
		ലക്ഷ്മിദേവി കെ എം			
		അശ്വിൻ സി മോഹൻ			
		സുശീല			
124	2118/24	അഞ്ജലി സി മോഹൻ	All Sirajudeen Potta chira Agali	1819/23	4.5.0
		ഗോവിന്ദൻ കുറുത്താട്ട് നന്ദനൻ			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വത്സകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
125	2119/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Shiju T C Thadikkamalil Karara	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
126	2120/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Goutham M Naikarpadi Kottathara	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Ramdas K B		
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			

127	2121/24	വൽസകുമാർ പി ജി	Kunnath Erattappuzha	1819/23	4.5.0
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
128	2122/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Rajeswary K 45/2/32 Pudupalay amhouse Gettisamu dram Anthiyur Tamilnadu	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
129	2123/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Biju Varghese Thek kuvilayil Agali	524/71	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്			

130	2124/24	പൂർണ്ണിമ മോഹൻദാസ്	Krishnaswamy M Krishna Nivas Agali	524/71	4.5.0
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനും ണ്ണി സതീഷ്			
131	2125/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Thulasimani G First Street Adasappaalaiyam Tamilnadu	524/71	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
132	2126/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Balasubramanian Balu Nivas Agali	524/71	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		പുല്ലുപാടത്ത് ഗോപാലനു ണി സതീഷ്			
133	2127/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Sureshkumar Thulas ibhavanam Agali	524/84	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണി സതീഷ്			
134	2128/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Shamseera Thottiku layan Viyyakurissi	524/58	3.93.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണി സതീഷ്			
135	2129/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Vijayan 3/10 Chelluparambil	524/58	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			

		<div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്</div>	Mattathukkad		
136	2130/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാമകുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്</div>	Ravi R Vishnu Nivas Agali	524/60	4.5.0
137	2131/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാമകുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്</div>	Ruksana Mangadan Viyyakurissi	524/58	4.5.0
		<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div>			

138	2132/24	കൃഷ്ണൻ കെ ജി	Sakthikumar V Deepa Nivas Agali	524/58	2.83.6
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
139	2133/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Harikrishnan M No 332/5 LVB Naga r Annex Tamilnadu	762/72	4.45.1
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
140	2134/24	പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Kesavan Ammaiyap pan 5/1 Sengunthap uram 8th Cross Tamilnadu	762/72	4.85.6
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ			

141	2135/24	പൂർണ്ണിമ മോഹൻദാസ്	1. Manikandan S 15 /32 A Kondanur Pu dhur 24 Veerapandi Anaikatti (North) T amilnadu	762/72	4.45.0
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
142	2136/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Murali M V Moothantara Edathara	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
143	2137/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Selvaraj 1/804 Thekkumukkiyur K ottathara	762/72	2.83.2
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
144	2138/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	1 Varun Chidambar an 2 Old bypass road Punjaipugalur karu r Tamilnadu	762/72	5.26.6
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
145	2139/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Satheesh 116 1st Street Meen akshi Gardens G N Mills Post Tami lnadu	762/72	4.45.6
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
146	2140/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Sijo Nadackal	762/72	2.83.2
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			

		<div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	Agali		
147	2141/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാങ്കുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	Ajith Raj P V Poon garankudiyil Agali	620/1	4.86.0
148	2142/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാങ്കുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	Ramesh 15/562 Near Niskar apalli Mannarkkad College	620/1	4.86.0
		<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div>			

149	2143/24	വിനീത രാങ്കുമാർ	Anitha M Adiyath Muthukurussi	620/1	4.86.0
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
150	2144/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്	Satheesh K 4 Asari Street Veda sandur Tamilnadu	620/1	0.80.9
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
151	2145/24	സിന്ധുബാലഗോപാൽ	Ayishabi P Kozhisseri Viyyakurissi	620/1	4.86.0
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നന്			

152	2161/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Arun G Ambika Nivas Agali	524/60	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
153	2162/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Vikraman Moolayam Agali	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
154	2163/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Rani M Krishna Nivas Agali	762/72	3.64.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		<div> <div>പുല്ലുപാടത്ത് ഗോപാലനു</div> <div>ണ്ണി സതീഷ്</div> </div>			
155	2164/24	<div> <div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ</div> <div>നന്</div> </div>	<div> <div>Mathew P J</div> <div>Pulikkal</div> <div>Namppullipura</div> </div>	762/72	4.19.0
		<div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> </div>			
		<div> <div>വിനീത രാമകുമാർ</div> </div>			
		<div> <div>കൃഷ്ണൻ കെ ജി</div> </div>			
		<div> <div>വൽസകുമാർ പി ജി</div> </div>			
		<div> <div>സിന്ധുബാലഗോപാൽ</div> </div>			
		<div> <div>പുല്ലുപാടത്ത് ഗോപാലനു</div> <div>ണ്ണി സതീഷ്</div> </div>			
156	2165/24	<div> <div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ</div> <div>നന്</div> </div>	<div> <div>Basith Muslim</div> <div>Gulshan</div> <div>Nanchappa Nagar M</div> <div>annarkkad</div> </div>	1819/23	4.5.0
		<div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> </div>			
		<div> <div>വിനീത രാമകുമാർ</div> </div>			
		<div> <div>കൃഷ്ണൻ കെ ജി</div> </div>			
		<div> <div>വൽസകുമാർ പി ജി</div> </div>			
		<div> <div>സിന്ധുബാലഗോപാൽ</div> </div>			
		<div> <div>പുല്ലുപാടത്ത് ഗോപാലനു</div> <div>ണ്ണി സതീഷ്</div> </div>			
		<div> <div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ</div> <div>നന്</div> </div>	<div> <div>Abuthahir K M</div> </div>		
		<div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> </div>			
		<div> <div>വിനീത രാമകുമാർ</div> </div>			

157	2166/24	കൃഷ്ണൻ കെ ജി വെൽസുകുമാർ പി ജി സിന്ധുബാലഗോപാൽ പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	60/37 Thirumoorthy Nagar Kuniyamthur Tamilnadu	1819/23	4.5.0
158	2167/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ പൂർണ്ണിമ മോഹൻദാസ് വിനീത രാമകുമാർ കൃഷ്ണൻ കെ ജി വെൽസുകുമാർ പി ജി സിന്ധുബാലഗോപാൽ പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Shameel S No47 Rose Guarden Annex South Ukkadam Tamilnadu	1819/23	4.5.0
159	2168/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ പൂർണ്ണിമ മോഹൻദാസ് വിനീത രാമകുമാർ കൃഷ്ണൻ കെ ജി വെൽസുകുമാർ പി ജി സിന്ധുബാലഗോപാൽ പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Tanzil S No2 Rose Garden Annex South Ukkadam Tamilnadu	1819/23	4.5.0
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ			

160	2169/24	പൂർണ്ണിമ മോഹൻദാസ്	Zubair Ahmed N 3 1st Cross Street S athya Narayan Nag ar Tamilnadu	1819/23	4.5.0
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
161	2170/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നൻ	Koperundevi M Puli kkalhousePanjamala 1DViswanathapuram PMSamyColony	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
162	2171/24	പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Azarudheen Abdul S alam 9/218 24 Veer apandi Anakkatti T amilnadu	1819/23	2.2.0
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നൻ			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
162	2171/24	സിന്ധുബാലഗോപാൽ	Azarudheen Abdul S alam 9/218 24 Veer apandi Anakkatti T amilnadu	1819/23	2.2.0
		പുല്ലുപാടത്ത് ഗോപാലനു			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദ നൻ			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			

		ണ്ണി സതീഷ്			
163	2172/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദനൻ	Mohammed Raffi J New 9/220 Anakkatt ti 24 Veerapandi Coim batore	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
164	2173/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദനൻ	Abdul Samad P S Pa lippurakkal Mattat hukkad	1819/23	2.2.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
165	2174/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദനൻ	Azarudeen K 63/1 GM Nagar Ukkadam	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			

		സിന്ധുബാലഗോപാൽ	Tamilnadu		
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
166	2175/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Bahar Muslim EHSAN Mannarkkad	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
167	2176/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Nagaraj M Krishna Nivas Agali	404/1	0.56.6
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ			
		പൂർണ്ണിമ മോഹൻദാസ്			

168	2221/24	കൃഷ്ണൻ കെ ജി	Safic Ali M No 2 Rose Guarden An nex South Ukkadam Tamilnadu	1819/23	4.5.0
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
169	2222/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Ahamed Ansar M S 11/4 11/5 Madhina Nagar Thirumarai N agar Tamilnadu	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
170	2223/24	പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tami lnadu	1819/23	4.5.0
		ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ			

171	2224/24	നന്	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T amilnadu	1819/23	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
172	2225/24	പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്	Hariprasad K Kunnath Parasseri	762/72	4.5.0
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
173	2226/24	സിന്ധുബാലഗോപാൽ	M P Mathew Manda kathil Kozhuvallloor	762/72	1.88.1
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
		ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്			
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
174	2227/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Vinod Kumar Indhu Nivas Sholayur	762/72	5.26.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
175	2228/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	S Dunnet Vinsteena Flat No 301 Sree Dakshas Aashritha Apartmen t Prabha Nagar Tamilnadu	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
176	2229/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദ നന്	Tibin George Avarappatt Puthupa	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			

		<div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	riysram		
177	2230/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാങ്കുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	<div>Thomas Mathew</div> <div>2/158 Kaithakuzhiyil Kerallassery</div>	762/72	4.5.0
178	2231/24	<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div> <div>വിനീത രാങ്കുമാർ</div> <div>കൃഷ്ണൻ കെ ജി</div> <div>വൽസകുമാർ പി ജി</div> <div>സിന്ധുബാലഗോപാൽ</div> <div>പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്</div>	<div>Yogesh Vidhyasagar</div> <div>No 27 Ramanujam Nagar Tamilnadu</div>	762/72	4.85.0
		<div>ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ</div> <div>പൂർണ്ണിമ മോഹൻദാസ്</div>			

179	2232/24	വിനീത രാങ്കുമാർ	Thomas Varghese Thevarkatil Puthupariyaram	762/72	4.5.0
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
180	2233/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദനൻ	Shibu Varghese Thevarkatil Nambullipura	762/72	4.45.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			
181	2234/24	ഗോവിന്ദൻ കുുന്നത്താട്ട് നന്ദനൻ	Jobi K J Kaithakuzhiyil Pullisseri	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാങ്കുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനുണ്ണി സതീഷ്			

182	2235/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	M P Thomas Manda kathil Kozhenchery	762/72	4.5.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനൂണി സതീഷ്			
183	2236/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Sukumaran Palolam Thenkara	524/58	1.34.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			
		പുല്ലുപാടത്ത് ഗോപാലനൂണി സതീഷ്			
184	2237/24	ഗോവിന്ദൻ കുഞ്ഞാട്ട് നന്ദനൻ	Ramdas K B Kunnath Madu	404/3	1.74.0
		പൂർണ്ണിമ മോഹൻദാസ്			
		വിനീത രാമകുമാർ			
		കൃഷ്ണൻ കെ ജി			
		വൽസകുമാർ പി ജി			
		സിന്ധുബാലഗോപാൽ			

		പുല്ലുപാടത്ത് ഗോപാലനു ണ്ണി സതീഷ്			
185	377/25	ബാലചന്ദ്രനുണ്ണി	Satheesh K 4 Asari Street Veda sandur Tamilnadu	620/1	0.80.9
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
186	378/25	ബാലചന്ദ്രനുണ്ണി	Ajith Raj P V Poon garankudiyil Agali	620/1	4.86.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			

187	379/25	ബാലചന്ദ്രനുണ്ണി	Anitha M Adiyath Muthukurussi	620/1	4.86.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുഞ്ഞാട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എസ് എസ് സുകുമാരി			
		എ നാരായണനുണ്ണി			
188	380/25	ബാലചന്ദ്രനുണ്ണി	Ayishabi P Kozhiss ri Viyyakurissi	620/1	4.86.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുഞ്ഞാട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എസ് എസ് സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			

189	381/25	ദേവയാനി അമ്മ സി	Ramesh 15/562 Near Niskarapalli M annarkkad	620/1	4.86.0
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
190	382/25	എ നാരായണനുണ്ണി	Kesavan Ammaiya pan 5/1 Senguntha p uram 8th Cross Tamilnadu	762/72	4.85.0
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			

191	383/25	സൗമിനി അമ്മ	Murali M V Moothantara Edathara	762/72	4.5.0
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
192	384/25	ബാലചന്ദ്രനുണ്ണി	Hariprasad K Kunnath Parasseri	762/72	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി	Vinod Kumar		
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			

193	385/24	സൗദാമിനി വർമ്മ കെ എം	Indhu Nivas Sholayur	762/72	5.26.6
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
194	386/25	ബാലചന്ദ്രനുണ്ണി	Selvaraj 1/804 The kkumukkiyur Kottat hara	762/72	2.83.2
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
195	387/25	എ നാരായണനുണ്ണി	Sijo Nadackal Agali	762/72	2.83.2
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			

		<div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> </div>			
		<div> <div>എ നാരായണനുണ്ണി</div> </div>			
196	388/25	<div> <div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠം</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div> </div>	<div> <div>Harikrishnan M</div> <div>No 332/5</div> <div>LVB Nagar Annex T</div> <div>amilnadu</div> </div>	762/72	4.45.1
197	389/25	<div> <div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠം</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> </div>	<div> <div>1 Manikandan S</div> <div>15/32 A Kondanur</div> <div>Pudhur 24 Veerapa</div> <div>ndi Anaikatti (Nort</div> <div>h) Tamilnadu</div> <div>2 Baskar M</div> <div>1/191D Pollachi Roa</div> <div>d</div> <div>LIC Colony</div> <div>Coimbatore South</div> </div>	762/72	4.45.6

		<div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>			
198	390/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠത്തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	<div>Varun Chidambaran</div> <div>2 Old bypass road</div> <div>Punjaipugalur karu</div> <div>r Tamilnadu</div> <div>2 Subramaniam</div> <div>11 12 Venkatachala</div> <div>pathy elementary S</div> <div>chool street Kongu</div> <div>Nagar Tamilnadu</div>	762/72	5.26.0
199	391/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠത്തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div></div>	<div>Satheesh</div> <div>116 1st Street Meen</div> <div>akshi Gardens</div> <div>G N Mills Post Tami</div> <div>lnadu</div>	762/72	4.45.0

		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
200	392/25	സൗദാമിനി വർമ്മ കെ എം	Yogesh Vidhyasagar No 27 Ramanujam Nagar Tamilnadu	762/72	4.85.0
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
201	393/25	സൗദാമിനി വർമ്മ കെ എം	Ramadas K B Kunnath Madu	404/3	1.74.2
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			

202	394/25	ദേവയാനി അമ്മ സി	Arun G Ambika Nivas Agali	524/60	4.5.0
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
203	395/25	എ നാരായണനുണ്ണി	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത് തിൽ	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			

204	396/25	സഞ്ജീവ് സി	Biju Varghese Thekuvilayil Agali	524/71	4.5.0
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
205	397/25	ബാലചന്ദ്രനുണ്ണി	Balasubramanian Balu Nivas Agali	524/71	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			

206	398/25	<p>സൗദാമിനി വർമ്മ കെ എം</p> <p>കേശവൻ കുറുനത്താട്ട് മഠത്തിൽ</p> <p>സുകുമാരി ആർ നായർ എന്ന എം സുകുമാരി</p> <p>എ നാരായണനുണ്ണി</p>	Krishnaswamy M Krishna Nivas Agali	524/71	4.5.0
207	399/25	<p>ബാലചന്ദ്രനുണ്ണി</p> <p>ദേവയാനി അമ്മ സി</p> <p>സബിത സി</p> <p>സഞ്ജീവ് സി</p> <p>സൗമിനി അമ്മ</p> <p>സോമനാഥൻ</p> <p>സൗദാമിനി വർമ്മ കെ എം</p> <p>കേശവൻ കുറുനത്താട്ട് മഠത്തിൽ</p> <p>സുകുമാരി ആർ നായർ എന്ന എം സുകുമാരി</p> <p>എ നാരായണനുണ്ണി</p>	Thulasimani G First Street Adasappaalaiyam Tamilnadu	524/71	4.5.0
208	400/25	<p>ബാലചന്ദ്രനുണ്ണി</p> <p>ദേവയാനി അമ്മ സി</p> <p>സബിത സി</p> <p>സഞ്ജീവ് സി</p> <p>സൗമിനി അമ്മ</p> <p>സോമനാഥൻ</p> <p>സൗദാമിനി വർമ്മ കെ എം</p>	Shamseera Thottikulan Viiyakurissi	524/58	3.93.0

		<div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>			
209	401/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	<div>Vijayan</div> <div>3/10 Chelluparambil</div> <div>Mattathukkad</div>	524/58	4.5.0
210	402/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സഞ്ജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div>	<div>Ruksana</div> <div>Mangadan</div> <div>Viyyakurissi</div>	524/58	4.4.0

		ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
211	403/25	ബാലചന്ദ്രനുണ്ണി	Sakthikumar V Deepa Nivas Agali	524/58	2.83.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
212	404/25	ബാലചന്ദ്രനുണ്ണി	All Sirajudeen Potta chira Agali	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			

213	405/25	ബാലചന്ദ്രനുണ്ണി	Rajeswary K 45/2/32 Pudupalay amhouse Gettisamu dram Anthiyur Tamilnadu	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
214	406/25	ബാലചന്ദ്രനുണ്ണി	Shiju T C Thadikkamalil Karara	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			

215	407/25	സബിത സി	Goutham M Naikarpadi Kottathara	1819/23	4.5.0
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
216	408/25	ബാലചന്ദ്രനുണ്ണി	Ramadas K b Kunnath Erattappuzha	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			

217	409/25	സോമനാഥൻ	Zubair Ahmed N 3 1st Cross Street Sathya Narayan Na gar Tamilnadu	1819/23	4.5.0.0 0
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
218	410/25	ബാലചന്ദ്രനുണ്ണി	Koperundevi M 1 D Viswanathapura m P M Samy Colony R athinapuri Tamilnad u	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
219	414/25	ബാലചന്ദ്രനുണ്ണി	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnad	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			

		<div>കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ</div> <div>സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	u		
220	415/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ</div> <div>സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	Mohammed Raffi J New 9/220 Anakkat ti 24 Veerapandi Tami lnadu	1819/23	4.5.0
221	416/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ</div> <div></div>	Shameel S No 47 Ro se Guarden Annex S outh Ukkadam Tamilnadu	1819/23	4.5.0

		<div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div>			
		എ നാരായണനുണ്ണി			
222	417/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	<div>Shahjahan S 21</div> <div>Bharathi Nagar Kun</div> <div>iyamuthur Tamilnad</div> <div>u</div>	1819/23	4.5.0
223	418/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുറുത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div>	<div>Bahar Muslim</div> <div>EHSAN</div> <div>Mannarkkad</div>	1819/23	4.5.0

		എ നാരായണനുണ്ണി			
224	419/25	ബാലചന്ദ്രനുണ്ണി	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T amilnadu	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
225	420/25	ബാലചന്ദ്രനുണ്ണി	Abuthahir K M 60/37 Thirumoorth y Nagar Kuniyamut hur Tamilnadu	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			

226	421/25	ദേവയാനി അമ്മ സി	Tanzil S No 2 Rose Guarden Annex South Ukkad am Tamilnadu	1819/23	4.5.0
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
227	422/25	ബാലചന്ദ്രനുണ്ണി	Safic Ali M No 2 Rose Guarden Annex South Ukkad am Tamilnadu	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			

228	423/25	സൗമിനി അമ്മ	Basith Muslim Gulshan Nanchappa Nagar M annarkkad	1819/23	4.5.0
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
229	424/25	ബാലചന്ദ്രനുണ്ണി	Ahamed Ansar M S 11/4 11/5 Madhina Nagar Thirumarai N agar Tamilnadu	1819/23	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി	Abdul Samad P S Pa		
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			

230	425/25	സൗദാമിനി വർമ്മ കെ എം	Ilippurakkal Mattat hukkad	1819/23	2.2.0
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
231	426/25/	ബാലചന്ദ്രനുണ്ണി	Azarudheen Abdul S alam 9/218 24 Veerapand i Anakkatti Tamilna du	1819/23	2.2.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
232	427/25	ബാലചന്ദ്രനുണ്ണി	M P Thomas Manda kathil Kozhenchery	762/72	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുുന്നത്താട്ട് മഠത്ത്			

		<div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div>			
		<div>എ നാരായണനുണ്ണി</div>			
233	428/25	<div>ബാലചന്ദ്രനുണ്ണി</div>	Thomas Varghese T hevarkattil Puthupa riyaram	762/72	4.5.0
		<div>ദേവയാനി അമ്മ സി</div>			
		<div>സബിത സി</div>			
		<div>സഞ്ജീവ് സി</div>			
		<div>സൗമിനി അമ്മ</div>			
		<div>സോമനാഥൻ</div>			
		<div>സൗദാമിനി വർമ്മ കെ എം</div>			
		<div>കേശവൻ കുുന്നത്താട്ട് മംഗ</div> <div>ളത്തിൽ</div>			
		<div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div>			
		<div>എ നാരായണനുണ്ണി</div>			
234	429/25	<div>ബാലചന്ദ്രനുണ്ണി</div>	Vikraman Moolayam Agali	762/72	4.5.0
		<div>ദേവയാനി അമ്മ സി</div>			
		<div>സബിത സി</div>			
		<div>സഞ്ജീവ് സി</div>			
		<div>സൗമിനി അമ്മ</div>			
		<div>സോമനാഥൻ</div>			
		<div>സൗദാമിനി വർമ്മ കെ എം</div>			
		<div>കേശവൻ കുുന്നത്താട്ട് മംഗ</div> <div>ളത്തിൽ</div>			
		<div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div>			

		എ നാരായണനുണ്ണി			
235	430/25	ബാലചന്ദ്രനുണ്ണി	Thomas Mathew 2/158 Kaithakuzhiyil Keralassery	762/72	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
236	431/25	ബാലചന്ദ്രനുണ്ണി	Tibin George Avarappatt Puthupariyaram	762/72	4.5.0
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുത്താട്ട് മഠത്തിൽ			
		സുകുമാരി ആർ നായർ എൻ എം സുകുമാരി			
		എ നാരായണനുണ്ണി			

237	432/25	ദേവയാനി അമ്മ സി	Jobi K J Kaithakuzhiyil Pullsseri	762/72	4.5.0
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
238	433/25	എ നാരായണനുണ്ണി	S Dunnet Vinsteena Flat No 301 Sree dhashas Aasrit haAppartment Thondamuthoo rRoa d Tamilnadu	762/72	4.5.0
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			

239	434/25	സബിത സി	M P Mathew Manda kathil Kozhuvallloor	762/72	1.88.1
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
240	435/25	എ നാരായണനുണ്ണി	Rani M Krishna Nivas Agali	762/72	3.64.0
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
240	435/25	സൗദാമിനി വർമ്മ കെ എം	Rani M Krishna Nivas Agali	762/72	3.64.0
		കേശവൻ കുറുന്നത്താട്ട് മഠത് തിൽ			
		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
		ബാലചന്ദ്രനുണ്ണി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സഞ്ജീവ് സി			
		സൗമിനി അമ്മ			

241	436/25	സോമനാഥൻ	Mathew P J Pulikkal Namppullipura	762/72	4.19.6
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പൻ മന്ത്രി			
		സുകുമാരി ആർ നായർ എസ് എം സുകുമാരി			
242	437/25	എ നാരായണപ്പിള്ളി	Shibu Varghese The varkkattil Nambullipura	762/72	4.45.6
		ബാലചന്ദ്രപ്പിള്ളി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			
		കേശവൻ കുറുപ്പൻ മന്ത്രി			
		സുകുമാരി ആർ നായർ എസ് എം സുകുമാരി			
243	438/25	എ നാരായണപ്പിള്ളി	Nagaraj M Krishna Nivas	404/1	0.56.6
		ബാലചന്ദ്രപ്പിള്ളി			
		ദേവയാനി അമ്മ സി			
		സബിത സി			
		സജീവ് സി			
		സൗമിനി അമ്മ			
		സോമനാഥൻ			
		സൗദാമിനി വർമ്മ കെ എം			

		<div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	Agali		
244	439/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>തിൽ</div> <div>സുകുമാരി ആർ നായർ എ</div> <div>ന്ന എം സുകുമാരി</div> <div>എ നാരായണനുണ്ണി</div>	<div>Sureshkumar Thulas</div> <div>ibhavanam</div> <div>Agali</div>	524/84	4.5.0
245	440/25	<div>ബാലചന്ദ്രനുണ്ണി</div> <div>ദേവയാനി അമ്മ സി</div> <div>സബിത സി</div> <div>സജീവ് സി</div> <div>സൗമിനി അമ്മ</div> <div>സോമനാഥൻ</div> <div>സൗദാമിനി വർമ്മ കെ എം</div> <div>കേശവൻ കുുന്നത്താട്ട് മഠത്</div> <div>തിൽ</div>	<div>Sukumaran</div> <div>Palolam</div> <div>Thenkara</div>	524/58	1.34.0

		സുകുമാരി ആർ നായർ എ ന്ന എം സുകുമാരി			
		എ നാരായണനുണ്ണി			
246	840/25	കെ പി രാജേന്ദ്രൻ കെ പി രാധമ്മ വസന്ത ഭാസ്കരൻ സുനന്ദ നാരായണൻ കുട്ടി ശോഭന മേനോൻ കൃഷ്ണനുണ്ണി കെ പി മദന മോഹനൻ കെ പി	Tanzil S No 2 Rose Guarden An nex South Ukkadam Tamilnadu	1819/23	4.5.0
247	841/25	കെ പി രാജേന്ദ്രൻ കെ പി രാധമ്മ വസന്ത ഭാസ്കരൻ സുനന്ദ നാരായണൻ കുട്ടി ശോഭന മേനോൻ കൃഷ്ണനുണ്ണി കെ പി മദന മോഹനൻ കെ പി	Ramadas K B Kunnath Madu	404/3	1.74.2
248	842/25	കെ പി രാജേന്ദ്രൻ കെ പി രാധമ്മ വസന്ത ഭാസ്കരൻ സുനന്ദ നാരായണൻ കുട്ടി ശോഭന മേനോൻ കൃഷ്ണനുണ്ണി കെ പി മദന മോഹനൻ കെ പി	Rani M Krishna Nivas Agali	762/72	3.64.0
		കെ പി രാജേന്ദ്രൻ കെ പി രാധമ്മ			

249	843/25	വസന്ത ഭാസ്കരൻ	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tami Inadu	1819/23	4.5.0
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
250	844/25	മദന മോഹനൻ കെ പി	Vijayan 3/10 Chelluparambil Mattathukkad	524/58	4.5.0
		കെ പി രാജേന്ദ്രൻ			
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
251	845/25	കെ പി രാജേന്ദ്രൻ	Arun G Ambika Nivas Agali	524/60	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
252	846/25	കെ പി രാജേന്ദ്രൻ	Selvaaraj 1/804 Thekkumukkiyur K ottathara	762/72	2.83.2
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
		കെ പി രാജേന്ദ്രൻ			

253	847/25	കെ പി രാധമ്മ	Koperundevi M 1D Viswanathapura m P M Samy Colony R athinapuri Tamilnad u	1819/23	4.5.0
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകൃഷ്ണ കെ പി			
		മദന മോഹനൻ കെ പി			
254	848/25	കെ പി രാജേന്ദ്രൻ	Murali MV Moothantara Edathara	762/72	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകൃഷ്ണ കെ പി			
255	849/25	കെ പി രാജേന്ദ്രൻ	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകൃഷ്ണ കെ പി			
256	850/25	കെ പി രാജേന്ദ്രൻ	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street Tamilna du	1819/23	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകൃഷ്ണ കെ പി			
		മദന മോഹനൻ കെ പി			

257	851/25	കെ പി രാജേന്ദ്രൻ	Krishnaswamy M Krishna Nivas Agali	524/71	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
258	852/25	കെ പി രാജേന്ദ്രൻ	Thulasimani G First Street Adasappaalaiyam Tamilnadu	524/71	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
259	853/25	കെ പി രാജേന്ദ്രൻ	Balasubramanian Balu Nivas Agali	524/71	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
260	854/25	കെ പി രാജേന്ദ്രൻ	Biju Varghese Thekuvilayil Agali	524/71	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			

		മദന മോഹനൻ കെ പി			
261	855/25	കെ പി രാജേന്ദ്രൻ	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnad u	1819/23	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
262	856/25	കെ പി രാജേന്ദ്രൻ	Hariprasad K Kunnath Parasseri	762/72	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
263	857/25	കെ പി രാജേന്ദ്രൻ	Vinod Kumar Indhu Nivas Sholayur	762/72	5.26.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണകുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
264	858/25	കെ പി രാജേന്ദ്രൻ	Shameel S No 47 Rose Guard	1819/23	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			

		ശോഭന മേനോൻ	n Annex South Ukkadam Tamilnadu		
		കൃഷ്ണനുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
265	859/25	കെ പി രാജേന്ദ്രൻ	Safic Ali M No 2 Rose Guarden Annex South Ukkadam Tamilnadu	1819/23	4.5.0
		കെ പി രാധമ്മ			
		വസന്ത ഭാസ്കരൻ			
		സുനന്ദ നാരായണൻ കുട്ടി			
		ശോഭന മേനോൻ			
		കൃഷ്ണനുണ്ണി കെ പി			
		മദന മോഹനൻ കെ പി			
266	877/25	കെ ബി സുഭാഷ്	Krishnaswamy M Krishna Nivas Agali	524/71	4.5.0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെരുംബിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ			

267	878/25	പി ജി ഗോപകുമാർ	Vijayan 3/10 Chelluparambil Mattathukkad	524/58	4.5.0
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
268	879/25	കെ ബി സുഭാഷ്	Ramadas K B Kunnath Madu	404/3	1.74.2
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ			

269	880/25	പി ജി ഗോപകുമാർ	Thulasimani G First Street Adasappa aalaiyam Tamilnadu	524/71	4.5.0
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
270	881/25	കെ ബി സുഭാഷ്	Rani M Krishna Nivas Agali	762/72	3.64.0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			

271	882/25	പി ജി ഗോപകുമാർ	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T amilnadu	1819/23	4.5.0
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
272	883/25	സുന്ദരി മേനോൻ കെ	Arun G Ambika Nivas Agali	524/60	4.5.0
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			

273	884/25	പി ജി ഗോപകുമാർ	Murali M V Moothantara Edathara	762/72	4.5.0
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര മ്പിലാവിൽ			
		ശശിധരൻ			
274	885/25	കെ ബി സുഭാഷ്	Ravi R Vishnu Nivas Agali	524/60	4.5.0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര മ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			

275	886/25	സുജാത മോഹൻ	Selvaraj 1/804 Thekkumukki yur Kottathara	762/72	2.83.2
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
276	887/25	കെ ബി സുഭാഷ്	Koperundevi M 1 D Viswanathapura m P M Samy Colony R athinapuri Tamilnad u	1819/23	4.5.0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			

277	888/25	സുജാത മോഹൻ	Vinod Kumar Indhu Nivas Sholayur	762/72	5.26.0
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
278	889/25	കെ ബി സുഭാഷ്	Hariprasad K Kunnath Parasseri	762/72	4.5.0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			

279	890/25	പ്രകാശ് മേനോൻ	Balasubramanian Balu Nivas Agali	524/71	4.5.0
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
280	891/25	കെ ബി സുഭാഷ്	Biju Varghese Thek kuvilayil Agali	524/71	4-5-0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			

281	892/25	പ്രകാശ് മേനോൻ	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tamilnadu	1819/23	4-5-0
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെരുംബിലാവിൽ			
		ശശിധരൻ			
282	893/25	കെ ബി സുഭാഷ്	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnadu	1819/23	4-5-0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെരുംബിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			

283	894/25	പ്രകാശ് മേനോൻ	Safic Ali M No 2 Rose Guarden Annex South Ukkad am Tamilnadu	1819/23	4-5-0
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
284	895/25	കെ ബി സുഭാഷ്	Tanzil S No 2 Rose Guarden Annex South Ukkad am Tamilnadu	1819/23	4-5-0
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			
		പ്രകാശ് മേനോൻ			
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
		കെ ബി സുഭാഷ്			
		സുന്ദരി മേനോൻ കെ			
		കേലൻ കുമരത്ത് ഭാസ്കർ സുനിത			
		പി ജി ഗോപകുമാർ			
		സുജാത മോഹൻ			

285	896/25	പ്രകാശ് മേനോൻ	Shameel S No 47 Rose Guard n Annex South Ukk adam Tamilnadu	1819/23	4-5-0
		പ്രദീപ് മേനോൻ			
		പി പ്രവീൺ മേനോൻ			
		പ്രീതി പി			
		പി ആർ ഹരിദാസ്			
		സുരേന്ദ്രൻ രാമനുണ്ണി പെര ുമ്പിലാവിൽ			
		ശശിധരൻ			
286	967/25	രോഹിണി കെന്നത്ത് മുരളി	Krishnaswamy M Kr ishna Nivas Agali	524/71	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
287	968/25	രോഹിണി കെന്നത്ത് മുരളി	Biju Varghese Thek uvilayil Agali	524/71	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
288	969/25	രോഹിണി കെന്നത്ത് മുരളി	Thulasimani G First Street Adasapp aalaiyam Tamilnadu	524/71	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
289	970/25	രോഹിണി കെന്നത്ത് മുരളി	Balasubramanian Balu Nivas Agali	524/71	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
290	971/25	രോഹിണി കെന്നത്ത് മുരളി	Vijayan 3/10 Chelluparambil Mattathukkad	524/58	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			

291	972/25	രോഹിണി കെന്നത്ത് മുരളി	Ramadas K B Kunnath Madu	404/3	1-74-
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
292	973/25	രോഹിണി കെന്നത്ത് മുരളി	Hariprasad K Kunnath Parasseri	762/72	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
293	974/25	രോഹിണി കെന്നത്ത് മുരളി	Murali M V Moothantara Edathara	762/72	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
294	975/25	രോഹിണി കെന്നത്ത് മുരളി	Arun G Ambika Nivas Agali	524/60	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
295	976/25	രോഹിണി കെന്നത്ത് മുരളി	Rani M Krishna Nivas Agali	762/72	3-64-
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
296	977/25	രോഹിണി കെന്നത്ത് മുരളി	Ravi R Vishnu Nivas Agali	524/60	4-5-0
		ലക്ഷ്മി കെ എം			
		കെ എം ശ്രീരാം			
		ഉഷ കെ			
297	978/25	രോഹിണി കെന്നത്ത് മുരളി	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T	1819/23	4-5-0
		ലക്ഷ്മി കെ എം			

		உஷ கெ	amilnadu		
298	979/25	ரோഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Selvaraj 1/804 Thekkumukki yur Kottathara	762/72	2-83-2
299	980/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Vinod Kumar Indhu Nivas Sholayur	762/72	5-26-1
300	981/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnad u	1819/23	4-5-0
301	982/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Koperundevi M 1 D Viswanathapura m P M Samy Colony R athinapuri	1819/23	4-5-0
302	983/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tami lnadu	1819/23	4-5-0
303	984/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം കെ എം ശ്രീരാം ഉഷ കെ	Tanzil S No2 Rose Garden A nnex South Ukkada m Tamilnadu	1819/23	4-5-0
304	985/25	രോഹിணி കെന്നത്ത് മുരളി ലക്ഷ്മി കെ എം	Shameel S No47 Rose Guarden	1819/23	4-5-0

		കെ എം ശ്രീരാം	Annex South Ukkad		
		ഉഷ കെ	am Tamilnadu		
305	986/25	രോഹിണി കെന്നത്ത് മുരളി	Safic Ali M	1819/23	4-5-0
		ലക്ഷ്മി കെ എം	No 2 Rose Guarden		
		കെ എം ശ്രീരാം	Annex South Ukkad		
		ഉഷ കെ	am Tamilnadu		
306	947/25	രഘുനാഥ് സി	Krishnaswamy M Kr	524/71	4-5-0
		പി കൃഷ്ണകുമാർ	ishna Nivas		
		രമണി അശോകൻ	Agali		
307	948/25	രഘുനാഥ് സി	Biju Varghese Thek	524/71	4-5-0
		പി കൃഷ്ണകുമാർ	uvilayil		
		രമണി അശോകൻ	Agali		
308	949/25	രഘുനാഥ് സി	Thulasimani G	524/71	4-5-0
		പി കൃഷ്ണകുമാർ	First Street Adasapp		
		രമണി അശോകൻ	aalaiyam Tamilnadu		
309	950/25	രഘുനാഥ് സി	Balasubramanian	524/71	4-5-0
		പി കൃഷ്ണകുമാർ	Balu Nivas		
		രമണി അശോകൻ	Agali		
310	951/25	രഘുനാഥ് സി	Vijayan	524/58	4-5-0
		പി കൃഷ്ണകുമാർ	3/10 Chelluparambil		
		രമണി അശോകൻ	Mattathukkad		
311	952/25	രഘുനാഥ് സി	Ramadas K B	404/3	1-74-4
		പി കൃഷ്ണകുമാർ	Kunnath		
		രമണി അശോകൻ	Madu		
312	953/25	രഘുനാഥ് സി	Hariprasad k	762/72	4-5-0
		പി കൃഷ്ണകുമാർ	Kunnath		
		രമണി അശോകൻ	Parasseri		
313	954/25	രഘുനാഥ് സി	Vinod Kumar	762/72	5-26-0
		പി കൃഷ്ണകുമാർ	Indhu Nivas		
		രമണി അശോകൻ	Sholayur		
314	955/25	രഘുനാഥ് സി	Murali M V Mootha	762/72	4-5-0
		പി കൃഷ്ണകുമാർ	ntara		

		രമണി അശോകൻ	Edathara		
		രഘുനാഥ് സി	Selvaraj		
315	956/25	പി കൃഷ്ണകുമാർ	1/804	762/72	2-83-
		രമണി അശോകൻ	Thekkumukkiyur K		
		രഘുനാഥ് സി	Arun G		
316	957/25	പി കൃഷ്ണകുമാർ	Ambika Nivas	524/60	4-5-0
		രമണി അശോകൻ	Agali		
		രഘുനാഥ് സി	Rani M		
317	958/25	പി കൃഷ്ണകുമാർ	Krishna Nivas	762/72	3-64-
		രമണി അശോകൻ	Agali		
		രഘുനാഥ് സി	Ravi R		
318	959/25	പി കൃഷ്ണകുമാർ	Vishnu Nivas	524/60	4-5-0
		രമണി അശോകൻ	Agali		
		രഘുനാഥ് സി	Waseem Ahmed		
319	960/25	പി കൃഷ്ണകുമാർ	43 Sathyanarayanan	1819/23	4-5-0
		രമണി അശോകൻ	Nagar 11th Street T		
			amilnadu		
		രഘുനാഥ് സി	Azarudeen K		
320	961/25	പി കൃഷ്ണകുമാർ	63/1 GM Nagar Ukk	1819/23	4-5-0
		രമണി അശോകൻ	adam Tamilnadu		
		രഘുനാഥ് സി	Koperundevi M		
321	962/25	പി കൃഷ്ണകുമാർ	1 D Viswanathapura	1819/23	4-5-0
		രമണി അശോകൻ	m		
		രഘുനാഥ് സി	Shahjahan S		
322	963/25	പി കൃഷ്ണകുമാർ	21 Bharathi Nagar	1819/23	4-5-0
		രമണി അശോകൻ	Kuniyamuthur Tami		
		രഘുനാഥ് സി	Tanzil S		
323	964/25	പി കൃഷ്ണകുമാർ	No 2 Rose Guarden	1819/23	4-5-0
		രമണി അശോകൻ	Annex South Ukkad		
		രഘുനാഥ് സി	Shameel S		
324	965/25	പി കൃഷ്ണകുമാർ	No 47 Rose Guarde	1819/23	4-5-0
		രമണി അശോകൻ	n Annex South Ukk		
		രഘുനാഥ് സി	Safic Ali M		
325	966/25	പി കൃഷ്ണകുമാർ	No 2 Rose Guarden	1819/23	4-5-0

		രമണി അശോകൻ	Annex South Ukkad		
326	1080/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Ramadas K B Kunnath Madu	404/3	1-74-2
		ലതിക കെ എം			
327	1081/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Ravi R Vishnu Nivas Agali	524/60	4-5-0
		ലതിക കെ എം			
328	1082/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Hariprasad K Kunnath Parasseri	762/72	4-5-0
		ലതിക കെ എം			
329	1083/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Shameel S No 47 Rose se Guarden Annex South Ukkadam Tam	1819/23	4-5-0
		ലതിക കെ എം			
330	1084/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Azarudeen K 63/1 GM Nagar Ukkadam Tamilnadu	1819/23	4-5-0
		ലതിക കെ എം			
331	1085/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Balasubramanian Balu Nivas Agali	524/71	4-5-0
		ലതിക കെ എം			
332	1086/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Murali M V Mootha ntara Edathara	762/72	4-5-0
		ലതിക കെ എം			
333	1087/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tamil	1819/23	4-5-0
		ലതിക കെ എം			
334	1088/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Selvaraj 1/804 Thekkumukki yur Kottathara	762/72	2-83-2
		ലതിക കെ എം			
335	1089/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Tanzil S No 2 Rose Guarden Annex South Ukkad	1819/23	4-5-0
		ലതിക കെ എം			
		കുഞ്ഞിമാളുനേത്യാർ കെ	Waseem Ahmed		

336	1090/25	ലതിക കെ എം	43 Sathyanarayanan Nagar 11th Street T	1819/23	4-5-0
337	1091/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Vinod Kumar Indhu Nivas Sholayur	762/72	5-26-1
		ലതിക കെ എം			
338	1092/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Safic Ali M No 2 Rose Guarden Annex South Ukkadam Tamilnadu	1819/23	4-5-0
		ലതിക കെ എം			
339	1093/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Biju Varghese Thekuvilayil Agali	524/71	4-5-0
		ലതിക കെ എം			
340	1094/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Vijayan 3/10 Chelluparambil Mattathukkad	524/58	4-5-0
		ലതിക കെ എം			
341	1095/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Krishnaswamy M Krishna Nivas Agali	524/71	4-5-0
		ലതിക കെ എം			
342	1096/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Arun G Ambika Nivas Agali	524/60	4-5-0
		ലതിക കെ എം			
343	1097/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Thulasimani G First Street Adasappaalaiyam Tamilnadu	524/71	4-5-0
		ലതിക കെ എം			
344	1098/25	കുഞ്ഞിമാളുനേത്യാർ കെ എം	Koperundevi M 1 D Viswanathapuram P M Samy Colony Rathinapuri Tamilnadu	1819/23	4-5-0
		ലതിക കെ എം			
		കുഞ്ഞിമാളുനേത്യാർ കെ	Rani M		

345	1099/25	എം	Krishna Nivas Agali	762/72	3-64-0
		ലതിക കെ എം			
346	1184/25	എ രാജീവ്	Krishnaswamy M Kr ishna Nivas Agali	524/71	4-5-0
		രേണുക സത്യജിത്ത്			
347	1185/25	എ രാജീവ്	Biju Varghese Thek uvilayil Agali	524/71	4-5-0
		രേണുക സത്യജിത്ത്			
348	1186/25	എ രാജീവ്	Thulasimani G First Street Adasapp aalaiyam Tamilnadu	524/71	4-5-0
		രേണുക സത്യജിത്ത്			
349	1187/25	എ രാജീവ്	Koperundevi M 1 D Viswanathapura m	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			
350	1188/25	എ രാജീവ്	Balasubramanian Balu Nivas Agali	524/71	4-5-0
		രേണുക സത്യജിത്ത്			
351	1189/25	എ രാജീവ്	Vinod Kumar Indhu Nivas Sholay ur	762/72	5-26-0
		രേണുക സത്യജിത്ത്			
352	1190/25	എ രാജീവ്	Hariprasad K Kunnath Parasseri	762/72	4-5-0
		രേണുക സത്യജിത്ത്			
353	1191/25	എ രാജീവ്	Vijayan 3/10 Chelluparambil Mattathukkad	524/58	4-5-0
		രേണുക സത്യജിത്ത്			
354	1192/25	എ രാജീവ്	Rani M Krishna Nivas Agali	762/72	3-64-0
		രേണുക സത്യജിത്ത്			
355	1193/25	എ രാജീവ്	Azarudeen K 63/1 GM Nagar Ukk adam Tamilnadu	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			

356	1194/25	എ രാജീവ്	Shahjahan S 21 Bharathi Nagar Kuniyamuthur Tami	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			
357	1195/25	എ രാജീവ്	Ravi R Vishnu Nivas Agali	524/60	4-5-0
		രേണുക സത്യജിത്ത്			
358	1196/25	എ രാജീവ്	Shameel S No 47 Rose Guarde n Annex South Ukk	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			
359	1197/25	എ രാജീവ്	Arun G Ambika Nivas Agali	524/60	4-5-0
		രേണുക സത്യജിത്ത്			
360	1198/25	എ രാജീവ്	Waseem Ahmed 43 Sathyanarayanan Nagar 11th Street T amilnadu	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			
361	1199/25	എ രാജീവ്	Selvaraj 1/804 Thekkumukki yur Kottathara	762/72	2-83-2
		രേണുക സത്യജിത്ത്			
362	1200/25	എ രാജീവ്	Murali M V Mootha ntara Edathara	762/72	4-5-0
		രേണുക സത്യജിത്ത്			
363	1201/25	എ രാജീവ്	Tanzil S No 2 Rose Guarden Annex South Ukkad am Tamilnadu	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			
364	1202/25	എ രാജീവ്	Ramadas K B Kunnath Madu	404/3	1-74-1
		രേണുക സത്യജിത്ത്			
365	1203/25	എ രാജീവ്	Safic Ali M No 2 Rose Guarden	1819/23	4-5-0
		രേണുക സത്യജിത്ത്			

			Annex South Ukkad	
			am Tamilnadu	

വിശ്വസ്തയോടെ,

MEERA K IAS

രജിസ്ട്രേഷൻ ഇൻസ്പെക്ടർ ജനറൽ

ഉള്ളടക്കം- മേൽപ്രകാരം.

AIR 1973 KERALA 149 (V 60 C 52)

FULL BENCH

T. S. KRISHNAMOORTHY IYER
K. SADASIVAN AND
N. D. P. NAMBOODIRIPAD, JJ.

S. Sankarappa Gounder,

Appellant

V.

K.C. Gopalan and others.

Respondents

A.S. Nos 69, 113, 164, 169 and 394 of 1967 and A.S. No. 20 and 206 of
1968

Dated 6-12-1972

Index Note:-- (A) Hindu succession Act (1956) S.7 (3) (as amended by Kerala Act 28 of 1958) Applicability.

Brief Note: -- (A) It cannot be said that Section 7 (3) can apply to those sthanams where all the members of the family whether male or female are entitled to become sthanees and that it cannot apply to a case where among the members of a family either the male or female member has got the exclusive right to become sthanees. If the section is so construed almost all the sthanams in existence in Malabar will fall outside the operation of the Act itself will be defeated. Section 7 (3) deals with sthanam properties and provides for their devolution among the members of the family of the sthanamdar and his personal heirs. I view of the customary law in Malabar whereby it is open to a female member of a family to become a sthanees. It was felt that Section 7 (3) was incomplete in the matter of providing for devolution of all sthanam properties. It was this reason that prompted the amendment of Section 7 (3) by Kerala Act 28 of 1958

(Para 20)

Index Note:-- (B) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958 --Scope.

Brief Note:-- (B) the fiction of a notional partition in Section 7 (3) is only for ascertainment of the per capita share which the members of the family and the personal heirs of the sthanamdar will be entitled to. It there fore cannot be said that Section 7 (3) only provides for the devolution of those properties of the sthanam, which the sthanamdar has immediately before his death. AIR 1971 SC 2392 and AIR 1967 Ker 210 (FB) and AIR 1971 SC 2513, Rel. on.

(Para 21)

Index Note:-- (C) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958-Expression" sthanam property held by him"- Construction of.

Brief Note :-- (C) It cannot be said that when a property is alienated or leased by a sthananee in excess of his powers such property held by sthanamdar and that property falls outside the scope and ambit of Section 7 (3). The reason is that it is not necessary

that because the words “held by him” in Sec 7 (3) the sthanee should have actual control over the sthanam properties at the time when the devolution opens. Those words do not indicate that the ascertainment of the sthanam properties has to be just before the death of the sthanamdar. The scope of Section 7 (3) is not to validate prudent transactions of sthanam properties by a sthani. The improper alienation will not divest the sthanam or the successor sthanees of their right over the sthanam property. AIR 1967 SC 1786, Distinguished. (Paras 22, 23, 24)

Index Note:-- (D) Hindu succession Act (1956), S.7 (3) Explanation 2 (as introduced by Kerala Act 28 of 1958) Scope of.

Brief Note :-- (D) Explanation 2 of Section 7 (3) has nothing to do with the rights of the statutory heirs to get rid of unauthorised alienations of imprudent leases executed by a sthani in respect of a sthanam property when he was the sthanam holder. It deals with the right of the successors to evict tenants who are holding the sthanam properties under the sthani. If on the basis of a prudent lease granted by a sthani during his lifetime on account of any statute legislation the lessor sthani was prevented from recovering possession of the property from the tenant, the disability may be there in the case of the statutory heirs also. (Para 26)

Index Note:-- (E) Marumakkatthayam Law – Alienation by sthani of immovable property – Binding nature. (Page No:150)

Brief Note :-- (E) In order to uphold an alienation by a sthani of immovable property belonging to the sthanam there must be legal necessity or benefit of the sthanam, the alienation cannot be held to be binding on the sthanam or the successors of the sthanam property. AIR 1960 SC 1080. Followed. (Para 28)

Index Note:-- (F) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958) – Lease by sthani in office normally terminates with his life.

Brief Note :-- (F) A person cannot confer a better title on another in respect of immovable property than what he himself possesses. Normally therefore, a lease executed by the sthani in office must terminate with his life and it cannot be binding on the successor sthani. (Para 30)

Where a sthani in office leased out sthanam property for a long term (24 years) and there was near relationship between the lessor and the lessee it was held that the lease had not been granted in exercise of prudent act of management by the sthani and the lease was not binding on the sthanam or the heirs under Section 7 (3) after the death of the lessor sthani.

Index Note:-- (G) Kerala Compensation for Tenants improvements Act (29) of 1958) S. 4 – Improvements made by lessee—claim as to nonpayment – of Court fee whether can justify disallowance.

Brief Note :-- (G) The Court should not be so technical as to disallow the claim for improvements advanced by the lessee on the mere ground of non-payment of court-fee, if otherwise, his claim can be sustained under law. (Para 33,34)

Index Note:-- (H) Hindu Law – Partition – Suit by a co-sharer – Defendant co-sharer can claim his share in the same suit.

Brief Note :-- (H) In a suit for partition by a co-sharer, every sharer-defendant is in the position of a plaintiff. It is open to such a defendant sharer to claim his share in the suit without bringing a separate suit for partition of his share. In such circumstances, if a defendant sharer in his written statement has avoided an alienation impugned by the plaintiff, relief cannot be disallowed to that defendant for a share free of the alienation. AIR 1940 Mad 236 Dissented from. (Para 35)

Index Note:-- (I) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958) – School belonging to sthanam – Death of sthani – Effect.

Brief Note :-- (I) If it is shown that a School building belonged to a sthanam the society constituted by sthani in office can have legal status of only his agent for conducting the school and with the death of the sthani there would be a termination of that agency and the conduct of the school will revert back to the statutory heirs of the sthani under Section 7 (3) (Para 39)

Index Note:-- (J) Civil P. C. O. 41. R. 33 – Scope

Brief Note :-- (J) If a finding is set aside on the ground common to the appellant as well as to the non-appealing parties, the benefit of the decision is available to all. AIR 1965 SC 1874. Followed (Para 43)

Cases referred:

Chronological Paras

AIR 1971 SC 2392 == 1971-2 SCC909	
M.K.Balakrishna Menon V Asstt. Controller	21
AIR 1971 SC 2513 == 1971 Ker LT 852 == 1971 Tax LR 1764	
Inspecting Asstt. Commr. of Agricultural Income-tax	
V. Ramunni Panicker.	21
AIR 1967 SC 1786 == (1967) 3 SCR 454, Mangal Singh V. Rattno.	25
AIR 1967 Ker 210 == (1967) Ker LT 148 (FB) Asst. Controller	
of Estate Duty cum Income-tax Officer Ernakulam V.	
Balakrishna Menon	21
AIR 1965 SC 1874 == (1965) 3 SCR 550, Nirmala Bala V.	
Balai Chand	43
AIR 1960 SC 1080 == 1960 3 SCR 887 Kochunni V.	
State of Madras & Kerala	4, 28
AIR 1940 Mad 236 == 1939 Mad WN 1073	
Veerabhadrayya V. Seethamma	35

K. Prabhakaran for Appellant.

KRISHNAMOORTHY IYER, J. :--

These appeals arise out of O.S. 65 of 1956 on the file of the Subordinate Judge's Court, Ottapalam. The Plaintiff, who filed the suit on 22-12-1956 was transposed as the 52nd defendant and the 18th defendant was transposed as the plaintiff by the order dated 8-6-1965 passed in I.A. 447 of 1965.

2. The suit as originally instituted, was for partition, and separate possession of the plaintiff's share in plaint B to F schedule items based on the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1955). The plaintiff and defendants 1 to 31 are members of Kunnathat Madambil Swaroopam known as Mannarghat Nair Veedu. It is an ancient chieftain family. There are two Sthanams attached to that family which are held by the two senior-most male members of the family and known as Mooppil Sthanam and Elaya Sthanam, the incumbents being known as Moopil Nayar or Valiya Nayar and Elaya Nair. There are properties attached to the two (Page No. 151) sthanams.. The senior-most female member of the family is called Amma Nethiar who used to manage the properties of the tarwad. It is admitted that the members of the family are governed by the Madras Marumakkathayam Act, 1932 and the Madras Marumakkathayam (Removal of Doubts) Act of 1955 (Madras Act of 32 of 1955). The properties belonging to the tarwad of the parties have been partitioned in O.S. 51 of 1944 on the file of Sub-Court Ottapalam. The plaint B schedule consists of immovable properties attached to the Mooppil Sthanam. The movables belonging to Mooppil Sthanam are comprised in plaint D schedule. The amounts lying to the credit of Mooppil Sthanam in the Land acquisition proceedings pending in the Sub-Court Palghat are comprised in the Plaint F Schedule. The holder of the Mooppil Sthanam on the date of institution of the suit was the first defendant.

3. C Schedule immovable properties are attached to the Elaya Sthanam and the movables belonging to the Elaya Sthanam are shown in E schedule. The Elaya Sthanee on the date of suit is the second defendant.

4. Under the Madras Marumakkathayam (Removal of Doubts) Act, 32 of 1955 every sthanam possessing one or other of the three characteristics mentioned therein shall be deemed and shall be deemed always to have been the properties belonging to the tarwad. The suit when it was filed in 1956 was based on the provisions of the Madras Act 32 of 1955. The validity of the Madras 32 of 1955 was challenged before the Supreme Court in Kochunni V. States of Madras & Kerala. AIR 1960 SC 1080 and the Supreme Court declared that the Madras Act 32 of 1955 is void and ultra vires the Constitution. The decision of the Supreme Court was rendered on 4th May, 1960. In view of that decision, the claim of the plaintiff based on Madras Act 32 of 1955 could not have been legally sustained.

5. The first defendant who was the Moopil sthanee died on 3-1-1960. The plaintiff then filed I.A. 163 of 1960 for Plaint B, D and F schedule properties attached to the Moopil Sthanam under Section 7(3) of the Hindu Succession Act,

1956. The prayer for amendment was allowed by the trial court and that order was confirmed in revision by this Court. As a result of the amendment C and E schedule items in the plaint which were properties attached to the Elaya Sthanam were deleted from the plaint. Thus the suit confined itself to a partition of the properties which were attached to the Valiya Sthanam. The personal heirs of the first defendant who are his wife and children were impleaded as defendants 31, 32 and 44 to 47. The D schedule in the plaint was also amended as D1 schedule comprising the movable properties belonging to the Moopil Sthanam.

6. The first defendant when he was the Moopil sthanee had executed leases; mortgages etc., in respect of the private forests attached to the sthanam and also executed licences for cutting and removing trees from private forest belonging to the sthanam. These documents are referred to in paragraph 11 of the plaint. The plaintiff's case is that these documents are not binding on the Mooppil sthanam and the plaint B schedule properties have to be partitioned free of those claims.

7. The learned Subordinate Judge upheld the plea of the plaintiff and passed a preliminary decree and judgment for partition of the properties in the plaint B, D1 and F schedule, item 80 in the D schedule is an elephant and house mentioned in the additional written statement jointly filed by defendants 9 to 18, 29 and 30 into 33 shares and for allotment of one share each to 17, 19 to 30, 48, 49, 52 and the share of the first defendant to defendants 31, 32 and 44 to 46 free from the rights under the documents mentioned in paragraph 11 of the plaint.

8. The appeals have been filed against the preliminary judgment and decree of the Court below.

9. **A.S. 169 of 1967 is by the plaintiffs; A.S. 164 of 1967 is by the second defendant and A.S. 394 of 1967 is by defendants 31, 32, 45 and 46; A.S.113 of 1967 is by 35th defendant A.S. 20 of 1968 is by the 43rd defendant; and A.S. 69 of 1967 is by the 51st defendant.**

10. The learned Judge has found that the lease in favour of the 33rd defendant (which document has not been produced in the case) Ext. A-91 lease dt. 29-8-53 in favour of the 34th defendant, leases in favour of defendants 37 and 38 to 42 (which documents also have not been produced in the case) granted by the first defendant are not binding on the sthanam properties. These defendants have not objected to that portion of the decree against them which has now become final.

11. The learned Judge has also found that the licence for cutting trees granted by the first defendant to the 38th defendant in respect of 2000 acres in Attappadi Malavaram is within the competence of the sthanee and cannot be set aside. Since the period of the licence has expired the learned Judge has directed

a partition of the property free from the rights created by this licence. This part (152) of the decree is not also challenged before us.

12. Though the 34th defendant has assigned his right under Ext.A91 for a part of the property therein viz., 100 acres to 35th defendant by Ext. B 152 dated 29-8-1960 based on a contract of purchase dated 23-12-1956, the 35th defendant has not sought to uphold the validity of Ext.A91 in A.S. 113 of 1967 which the 35th defendant has filed.

13. **Thus the validity of Exts. A 88, B 28, A11, B 36, A 24, B 149, B 170 and A 9 alone are challenged in A.S. Nos. 69, 113, 394 of 1967 and A.S.20 of 1968.** Of these documents Ext. A9 is a mortgage with possession and Ext. A 24 is a licence granted for the cutting of trees from private forests belonging to the Mooppil Sthanam. The other documents are leases granted by the first defendant in respect of private forests attached to the Mooppil sthanam for a term very much in excess of 12 years.

14. Ext. A 88 dated 12-4-1950 is the lease deed executed by the first defendant for 800 acres of private forests attached to the Mooppil sthanam. The 37th defendant was on the relevant date the Karyasthan of the Mooppil sthanam. Ext. A-19 dated 23-6-1954 is the notice issued by the 31st defendant, the wife of the first defendant to the 37th defendant demanding a transfer of the property comprised in Ext. A-88 on the ground that Ext. A88 is benami for her. The 37th defendant subsequently assigned his rights in Ext. A 88 to the 31st defendant by Ext. B-167 dated 20-10-1956. In respect of 600 acres out of 800 acres in Ext. A-88, the 31st defendant assigned her right to the 51st defendant by Ext. B 164 on 24-9-1962 after filing of the suit.

15. **Ext. B-28 dated 23-7-1950 is the lease to defendants 32, 42, 44 and 45 who are children of the first defendant in respect of 2000 acres of private forests in Attappadi Malavaram.** Exhibit A-11 dated 15-6-1951 is a lease to 31st defendant in respect of 600 acres of private forests. Ext B-36 dated 5-5-1956 is a mining lease to the 32nd defendant, a son of the first defendant. It was agreed before us that in pursuance to Ext. B-36, no mining operations were done in the property comprised therein and that the 32nd defendant is not claiming any rights over the property comprised in Ext. B-36. **In view of this submission, it is not necessary to go into the validity of Ext. B-36.**

16. Ext. A-9 dated 2-4-1954 is a possessory mortgage by the 1st defendant in respect of properties outstanding with the tenants from the sthanam. Ext. A 24 dated 30-5-1955 is a licence granted by the first defendant to the 32nd defendant, his son for cutting and removing trees from 20,000 acres of private forests for a period of 10 years. Ext. B-26 dated 24-6-1955 is a licence granted by 32nd to 35th defendant for cutting trees from 2,000 acres out of 20,000 acres comprised in Ext. A-24. During the pendency of the suit, the period of licence had expired. The Court below granted a decree for recovery of possession of the

property from the licensees on the basis that the licensees are in possession. There is no objection to this part of the decree of the learned Judge.

17. In A.S. 394 of 1967, we are, therefore, concerned with the validity of Exts. A-88, B-28, A-11 and A-9. A part of the property comprised in Ext. A 28 is conveyed to the 51st defendant by Ext. B-164. The appeal by 51st defendant is A.S.69/1967.

18. A.S. 113 of 1967 is by the 35th defendant and the subject matter of that appeal is Ext. B-149 dated 24-6-1956 in respect of 2001 acres of private forests.

19. Defendants 31, 32, 35, 43, 45, 46 & 51 apart from supporting the validity of the transactions in their favour, had a common contention based on S.7 (3) of the Hindu Succession Act 1956 as amended by Section 27 of the Kerala Sthanam properties (Assumption of Temporary Management and Control) and Hindu Succession (Amendment) Act 1958 (Act 28 of 1958). Before adverting to the said contention, it will be advantageous to extract Section 7 (3) of the Hindu Succession Act and also the said provision as amended by the Kerala Act 28 of 1958 in its application to the State of Kerala. Section 7 (3) of the Hindu Succession Act reads:

“Notwithstanding anything contained in sub-section (1), when a sthanamdar dies after the commencement of this Act, the sthanam property held by him shall devolve upon the members of the family to which the sthanamdar belonged and the heirs of the sthanamdar as if the sthanam property has been divided per capita immediately before the death of the sthanamdar among himself and all the members of his family then living and the shares falling to the members of his family and the heirs of the sthanamdar shall be held by them as their separate property.

Explanation: For the purpose of this sub-section, the family of a sthanamdar shall include every branch of that family whether divided or undivided, the male members of which would have been entitled by any custom or usage to succeed to the position (153) of the sthanamdar if this Act had not been passed.

Explanation II: The devolution of sthanam properties under this sub-section (3) and their division among the members of the family and heirs shall not be deemed to have conferred upon them in respect of immovable properties any higher rights than the sthanamdar regarding eviction or otherwise as against tenants who were holding such properties under the sthani.”

The amendment of Section 7(3) of the Hindu Succession Act in its application to the State of Kerala, was necessitated to provide for the devolution of properties attached to a sthanam in respect of which by the customary law of

Malabar females are entitled to succeed as sthanis and also to bring within the ambit of legislation the Mappila Marumakkathayam tarwads.

20. The submission on behalf of the appellants claiming under the documents executed by the first defendant was threefold. The first was that Section 7 (3) of the Hindu Succession Act as amended by the Kerala Act, can apply only to those sthanams where all the members, of the family whether male or female are entitled to become sthanees. The provision now in force, it is argued, cannot apply to a case where among the members of a family either male or female member has got the exclusive right to become sthanees. In our view there is little substance in this contention. Section 7 (3) deals with sthanam properties and provides for their devolution among the members of the family of the sthanamdar and his personal heirs. In view of the customary law in Malabar whereby it is open to a female member of a family to become a sthanee it was felt that Section 7 (3) of the Hindu Succession Act was incomplete in the matter of providing for devolution of all the sthanam properties. It was this reason that prompted the amendment of Section 7 (3) of the Hindu Succession Act by Kerala Act 28 of 1958. If the plea advanced on behalf of the appellant is accepted almost all the sthanoms in existence in Malabar will fall outside the operation of Section 7 (3) of the Hindu Succession Act as amended in its application to the State of Kerala and thereby the purpose of the Act itself will be defeated. **We therefore, feel no hesitation to repel this ground.**

21. The Second submission was that in view of the legal fiction embodied in Section 7 (3) only those sthanam properties held by the sthanatee immediately before his death are liable to be divided. It was argued that, according to the said provision, a notional partition has taken place among the sthanamdar and other members of his family in respect of the then existing properties alone and if so, the parties can get only a share subject to all alienations or leases granted by the sthanamdar prior to the date of the notional partition. The fiction of notional partition in Section 7 (3) of the Hindu Succession Act is only for the ascertainment of the per capita share which the members of the family and the personal heirs of the sthanamdar will be entitled to. In interpreting the Section 7 (3) of the Hindu Succession Act, a Full Bench of this Court in Asst. Controller V. Balakrishna Menon, 1967 Ker LT 148 == (AIR 1967 Ker 210 (FB) observed at page 154:

“The first portion of sub-section (3) of Section 7 clearly shows that what passes on the death of a sthanamdar is the whole of the sthanam property held by him. It says:

‘When a sthanamdar dies after the commencement of this Act, the sthanam property held by him shall devolve upon the members of the family to which the sthanamdar belonged and the heirs of the sthanamdar.’

The second portion of that sub-section has nothing to do with the extent of the property that passes on the death of a sthanamdar. It only deals with the distribution of that property, the distribution directed being 'as if the sthanam property had been divided per capita immediately before the death of the sthanamdar among himself and all the members of his family then living.' The device of the "as if" should be confined to the purpose for which it was intended."

The above decision was confirmed in appeal by the Supreme Court in decision reported in M.K. Balakrishna Menon V. Asst. Controller, 1971 (2) SCC 909 == AIR 1971 SC 2392) where their Lordships held that the statutory fiction embodied in Section 7 (3) of the Hindu Succession Act, 1956 should be confined for the purpose of choosing the heirs and it cannot be extended further. In inspecting Asst. Commissioner of Agriculture Income-tax V. Ramunni Panicker, 1971 Ker. LT 852 == AIR 1971 SC 2513) their Lordships of the Supreme Court following the decision in 1091 (2) SCC 909 == (AIR 1971 SC 2392) observed at page 855:

"Section 7 (3) of the Hindu Succession Act embodies a fiction. The purpose of that fiction was to gradually abolish the sthanams and to provide for devolution of the sthanam properties on the members of sthanam tarwad except as regards one per capita share which the personal heirs of the sthanamdar (154) are to inherit as the heirs of the sthanamdar."

In view of these decisions, we cannot accept the contention that S.7 (3) only provides for the devolution of those properties of the sthanam which the sthanamdar had immediately before this death.

22. The next submission was based on the words "sthanam property held by him", in Section 7(3) of the Hindu Succession Act. It was argued that when a property is alienated or leased by a sthanee even in excess of his powers such property held by sthanamdar and that property falls outside the scope and ambit of Section 7 (3) of the Hindu Succession Act. We cannot agree, as in our view it is not necessary that because of the words "held by him" in Section 7 (3) of the Hindu Succession Act the sthanee should have actual control over the sthanam properties at the time when the devolution based on Section 7 (3) of the Hindu Succession Act opens.

23. The plea of the counsel for the appellant that the words "sthanam property held by him" in Section 7 (3) include only those sthanam properties which are in the actual or constructive possession of the sthani or at least those which can be dealt with by him cannot be accepted. Those words do not indicate that the ascertainment of the sthanam properties has to be just before the death of the sthanamdar. The scope of Section 7 (3) of the Hindu Succession Act is not to validate all the unauthorised alienations or imprudent transactions of sthanam properties by a sthani. The effect of accepting the submission of the appellant is to give a charter to the sthanis in office on the date of the Hindu Succession Act to

unlawfully deal with the sthanam properties and thereby deprive the statutory heirs of the legitimate shares therein. We do not think that is the intention of the legislature when it used the words “sthanam property held by him” in the section. The word “held” only connotes the existence of a legal title in the properties of the sthanam and nothing more.

24. The estate taken by a sthani in the sthanam property is not absolute. He has no unlimited power of alienation of the sthanam property, though he is entitled absolutely to the income accruing therefrom during his life-time. But it has been judicially recognised that he has however the power of charging the sthanam property or alienating the same when it is necessary or beneficial to the sthanam. The fact that by an unauthorised alienation, the alienating sthani becomes incapable of derogating from his grant by applying the principle of estoppels does not mean the extinguishment of the right of the sthanam over the sthanam property. The disability of the alienating sthani to get back the property overlooking the alienation is because of the operation of the principle of estoppels, which cannot apply to the statutory heirs under section 7 (3) of the Hindu Succession Act as they do not claim through the sthani. So long as the right of the sthanam property is not extinguished by an unauthorised alienation the said property continues to be sthanam property held by the sthani within the meaning of Section 7 (3) of the Hindu Succession Act. The improper alienation will not divest the sthanam or the successor sthanees of their right over the sthanam property. This principle can be well brought out by a simple illustration. Suppose a sthani alienates only his rights of enjoyment over the sthanam property during his lifetime after Hindu Succession Act came into existence. It will not be possible then to contend because the sthani is not in possession of the property held by him within the meaning of Section 7(3) of Hindu Succession Act. **The very fact that he has alienated only his life-interest shows that after his death, the property comes back to the sthanam to be enjoyed by the successor sthani.**

25. The attempt of learned counsel for the appellants in A.S. 394 of 1967 to interpret the words “sthanam property held by him” in Section 7 (3) of the Hindu Succession Act in the light of the decision of Mangal Singh V. Rattno. AIR 1967 SC 1786, cannot stand scrutiny. That was a case which interpreted Section 14 (1) of the Hindu Succession Act, the wording of which is entirely different from that of Section 7(3) of the Act.

26. It was then contended relying on the Explanation II to Section 7 (3) introduced by Act. 28 of 1958 in its application to the State of Kerala that the statutory heirs under Section 7 (3) of the Hindu Succession Act cannot have any higher rights in the property than what the sthanamdhar had at the time of his death and if at the time of the death the sthanamdhar had no right to get rid of his own alienations and recover possession of the property, the statutory heirs under Section 7 (3) cannot exercise that right. We do not think that this submission is justified by the wordings of Explanation II to Section 7 (3) of the Act. The said Explanation reads:

“The devolution of sthanam properties under this sub-section (3) and their division among the members of the family and heirs shall not be deemed to have conferred upon them in respect of immovable properties any higher rights than the sthanamdar regarding eviction or otherwise as against tenants who were holding such properties under the sthani.”

The ambit of the above Explanation is not so wide as it is attempted to be construed by the counsel for the appellant. It deals with the right of the successor to evict tenants who are holding the sthanam properties under the sthani. If on the basis of a prudent lease granted by a sthani during his lifetime on account of any statute legislation the lessor sthani was prevented from recovering possession of the property from the tenant, the disability may be there in the case of the statutory heirs also. It is not necessary to express a final opinion on that aspect for the purpose of this case. Suffice it to say that Explanation II of Section 7 (3) of the Hindu Succession Act has nothing to do with the rights of the statutory heirs to get rid of unauthorised alienations or imprudent leases executed by a sthani in respect of a sthanam property when he was the sthanam holder. We there fore, repel all the contentions based on Section 7 (3) of the Hindu Succession Act.

27. We shall now take up the validity of Ext. A-9 mortgage with possession and also the leases Exts. A-88, B-28, A-11, B-149 and Ext. B-170. Before considering the validity of these documents, it is necessary to note the financial position of the sthanam at about the time when these documents were executed. **It is brought out in evidence that the sthanam possessed of more than a lakh and odd acres of forest lands besides other properties which yielded an annual income of 16000 paraahs of paddy and Rs.60,000/- every year.** Ext. A-48 is the partition deed in the 31st defendant's tarwad in which she has been allotted only a sum of Rs.500/- in cash. This shows that the 31st defendant was not possessed of any immovable properties of her own.

28. Now we shall take up Exhibit A-9, the usufructuary mortgage with possession dated 8-7-1954 in favour of 31st defendant, the wife of the first defendant for Rs.18, 000/- in respect of certain properties, which are outstanding with tenants on the date of Ext. A-9. The rent due from the tenants for the properties comprised in Ext. A-9 was 1955 paraahs of paddy. The 31st defendant has been directed to collect these amounts and appropriate 1260 - 16 nazhi paraahs towards interest on the sum of Rs.18, 000/-. She is also directed to pay Rs.360/- by way of revenue of the property every year for which she has been directed to appropriate 300 paraahs of paddy. The purappad payable under Ext. A-9 to the first defendant is 395 paraahs of paddy per annum. Exts. A 27 and A -34 are account books of the sthanam for years 1-4-52 to 31-3-1953 and 1-4-1953 to 31-3-1954 produced to show that there has been substantial balance standing to the credit of the sthanam at the end of these years and to prove that there was no necessity to borrow any amount for the benefit of the estate by charging the corpus of the sthanam property. It is not necessary for considering the validity of Ext. A-9 to examine the question whether there was any surplus remaining with the sthanam

on the basis of Exts. A-27 and A-34. It is significant that the necessity for the borrowing is not mentioned in A-9. It was also not proved by any evidence as to the necessity for the borrowing under Exts. A-9. The interest for the amount due under Ext. A-9 as the terms of the documents will come to about 30 to 35 % per annum. There is also no evidence to prove the source from which the 31st defendant could have made up the amount mentioned in Ext. A-9. There was an attempt to prove that this amount was advanced by 31st defendant from sthanam on the basis of promissory notes executed by her. But in the absence of any evidence to show that the 31st defendant had any independent source of money and also because of the absence of any case that any income from the sthanam property had been gifted to the 31st defendant by the 1st defendant, we need not examine the question whether any consideration was really paid under Ext. A-9. Assuming that Ext. A-9 is supported by consideration, it is necessary that benefit to the estate has to be proved. The law is well settled in view of the decision of the Supreme Court in AIR 1960 SC 1080, that to uphold an alienation by a sthani of immovable property belonging to the sthanam, there should be legal necessity or benefit to the estate. In AIR 1960 SC 1080, Subha Rao, J speaking for the Court has observed at page 1102 thus:

“ The legal position of a sthanee is equated to that of a Hindu widow in that he represents the estate for the time being and he can alienate the properties for the necessity or for the benefit of the estate. Unlike a Hindu widow, the successor to a sthanee is always a life-estate holder.”

The burden to prove that Ext. A-9 is for necessity binding on the sthanam or for the benefit of the sthanam is on the 31st defendant. We have to say that the evidence to prove benefit or necessity to the sthanam is absolutely wanting in this (156) case. **We therefore agree with the learned judge in holding that Ext. A-9 is not binding on the sthanam or the successors of the sthanam property.**

29. Out of the leases that are questioned in this case Ext. A-88 and A-11 are in favour of the 31st defendant while Ext. B-28 is in favour of defendants 32, 44 and 45. As we have already said 31st defendant is the wife of the first defendant and defendants 32, 44 and 45 are his children. Before we consider the question whether those lease deeds have been executed by the first defendant as a prudent manager of sthanam property, we have to make certain general observations which may be relevant in considering the validity of Exts. B-149 and B-170 also.

30. It is a general principle of law that, a person cannot confer a better title on another in respect of immovable property than what he himself possesses. Normally, therefore, a lease executed by the sthani in office must terminate with his life and it cannot be binding on the successor sthani. The question whether when a lease deed is executed for a term in exercise of the right of prudent management of the sthanam properties and before the expiry of the said term the lessor sthanee dies whether the remaining term will be binding on the successor sthanee need not engage our attention for the purpose of this case. Ext. A-88

which is dated 12-4-1950 is in respect of 800 acres of private forests, Exts. A-11 which is dated 15-6-1951 is in respect of 600 acres of private forests. Ext. A-11 is for 24 years and the purpose of the lease is for effecting plantation such as rubber, tea, coffee, pepper and cardamom. Under Ext. A-11 there is a payment of Rupees 1200/- by way of premium. In Ext. A-88, there is a term of 24 years coupled with an option of renewal for another term of 24 years. The document stipulates a payment of Rs.4,000/- by way of premium. Sanction from the District Collector is necessary for leasing private forests under the provisions of Madras Preservation of Private Forests Act. The sanction obtained from the District Collector for the execution of Ext. A-11 and A-88 has not been produced in the case. In Ext. A-88, there is no mention of any sanction have been obtained for granting of the lease. But in Ext. A-11, it is stated that the necessary sanction has been taken from the Collector for the granting of the lease. The properties described in the schedule in Exts A-11 and A-88 comprises a very large area from out of which the properties leased have to be ascertained after necessary survey operations. There is no evidence to show that any such survey operation was done at the instance of the 31st defendant and the properties mentioned in Exts. A-88 and A-11 as having been leased have been demarcated. At about the time when these leases were granted, the first defendant was about 75 years or 80 years old. The long term, for which those leases have been granted coupled with the near relationship of the parties shows that these leases have not been granted in exercise of prudent act of management by the sthani. **The periods mentioned in these documents are so long that they are more in nature of alienation of sthanam property with the knowledge that those properties may not be available to the successor sthani for being enjoyed. We, therefore, agree with the learned Judge that Exts A-88 and A-11 cannot be binding on the sthanam or the heirs under Section 7 (3) after the death of the first defendant.**

31. What we have observed in regard to Exts. A-88 and A-11 must apply to Ext. B-28 also. We, therefore hold that Ext. B-28 also cannot bind the statutory heirs under Section 7 (3) of the Hindu Succession Act.

32. We shall now take up Ext. B-149 in favour of the 35th defendant and Ext. B-170 in favour of the 43rd defendant. Ext. B-149 is in respect of 2001 acres of private forests in the Attappadi Malavaram. Ext. B-149 is dated 24-6-1956 and Ext. B-170 is dated 24-3-1951. The schedule attached to these documents show that the properties leased have not been identified. The responsibility is cast on the lessees to survey these properties and then demarcate the lands leased within a particular time mentioned in these documents. The purpose of those leases is also to effect plantation. At the time of the execution of these documents, it is not disputed that the first defendant was very old. But considerable stress was laid by the counsel appearing both for defendants 35 and 43 to show that these documents are in the ordinary course of management of sthanam properties and some discretion has to be given to the sthani in the management of the sthanam property and in considering the question whether these leases are prudent acts of management, the Court should not scrutinise these transactions very closely. It

was also pointed out that the properties covered by transactions are so insignificant when compared to the properties which the sthanam was holding at the relevant time. It was also submitted that the only mode of enjoying private forests in Malabar area especially attached to sthanam is by granting permission to cut and remove trees or by leasing those lands. We do not think that these arguments are open to doubt.

33. But taking into account the recitals in the leases granted to the 35th (157) defendant and 43rd defendant, it will not be possible to hold that they are prudent acts of management. Some emphasis was laid on the fact that in the properties comprised in the leases in favour of defendants 35 and 43 the first defendant had already granted permission in favour of strangers to cut and remove trees. That license was in force on the date when leases were granted to the 35th defendant and to the 43rd defendant. It was not contended before us that the leases in Ext. B-170 will have no right to cut and remove trees from the property comprised therein. In the case of Ext. B-149, there was a term of more than 9 more years for the license to cut and remove trees to expire. In Ext. B-149 also after the expiry of that license the lessee therein will have the right to cut and remove trees. Even if the granting of leases and the license to cut and remove trees from private forests are the normal mode of enjoyment of private forests, it is necessary for the lessees to prove that in the circumstances in which these documents have been executed they are prudent transactions executed by the first defendant. It is admitted that the first defendant was very old and weak. Though there was an attempt to show that the first defendant on the relevant date was of unsound mind, the learned Judge has not accepted that case. We also agree that evidence is wanting in this case to show that the first defendant was of unsound mind on the relevant date. But that does not mean that these transactions are valid. The first defendant was old, bald and infirm and surrounded by defendants 31, 32 and 42 to 46 who have taken advantage to get leases. The burden is heavy on defendants 35 and 43 to show especially because of the long term for which these leases have been granted that they are prudent acts of management. The submission on behalf of the defendant 35 and 43 was that when the purpose of the lease was to effect plantation upon the property, normally there should be such long terms. But the condition in these leases is that after the expiry of these 48 years improvements will have to be paid to the lessee before the properties are surrendered. There is no evidence in this case to show that whether the first defendant was on the relevant date apprised of the quantum of improvements which the sthanam has to pay for taking back the property. In view of the large extent of property in which the lessees have been given permission to effect improvements will be enormous with the result that the successors of the first defendant will be effectively deprived of getting back the property as it is not pointed out that the sthanam will be in such financial position to redeem these properties. The clause in the lease deed is only to the effect that if the property is abandoned by the lessees, no value of improvements need be paid. There is no recital in Ext. B-149 that after the expiry of the term therein, the lessees will not be entitled to any value of improvements if there is a demand by the lessor for

surrender of possession of the property. The learned Judge has found that neither the 35th defendant nor 43rd defendant has conformed to the recitals in the respective lease deeds regarding the survey and identification of the properties leased under Exts. B-149 and B-170. The 35th defendant has produced Ext. B 153. the survey plan alleged to have been signed by the first defendant and handed over to 35th defendant. In our view it is not necessary to enter a finding as to the genuineness of Ext. B-153 as we have already expressed the view that Ext. B 149 is not binding on the sthanam and the plaintiff and other heirs in this case. Though it is not possible to hold that the first defendant has accepted the location of the property, in Exts. B149 and B-170, there is considerable evidence to prove that both the 35th defendant and 43rd defendant have surveyed the properties within the boundaries mentioned in the respective documents and have taken possession of the portions of the same and effected improvements in some portions. P.W.1 in his evidence has admitted that the officers of 35th defendant had been to the property and conducted survey operations. D.W.4, 43rd defendant has also stated that he is in possession of the properties comprised in Ext. B-170. Ext. A-110 is the administration report for the year 1956 to 1957 of the 35th defendant. There is a short paragraph in page 15 of Ext. A110 to the effect that the survey operations for the purpose of identifying the 2001 acres in Ext. B-149 have been almost completed. Probably, even though the plan has not been accepted by the first defendant, the fact remains the same even during the year 1956-57. Similar is the position regarding 43rd defendant. In view of this, it was argued that these defendants have effected considerable improvements in the property the value of which they are entitled to get. In case they are liable to be evicted. The learned Judge has disallowed the claim for improvements advanced by defendants 35 and 43rd both on the basis of Section 51 of the Transfer of Property Act and under Act 29 of 1958. **No doubt, in the appeal filed by defendants 35 and 43 though this finding of learned Judge has been objected to, the claim of value of im-(158)provements had not been valued and court-fee paid. But we do not think that we should be so technical as to disallow the claim for improvements advanced by these defendants on the mere ground of non-payment of court-fee if otherwise, their claim can be sustained under law.**

34. Section 2 (d) of Act 29 of 1958 defines "tenant." Section 4 of the Act provides that every tenant shall on eviction be entitled to compensation for improvements which were made by him or his predecessor-in-interest. Section 2(d) (i) includes a person who, as lessee, sub-lessee, mortgagee or sub-mortgagee or in good faith believing himself to be lessee, sub-lessee, mortgagee, or sub-mortgagee of land, is in possession thereof and clause (iii) includes a person who comes into possession of land belonging to another person and makes improvements there on in the bona fide belief that he is entitled to make such improvements. The first defendant cannot during his lifetime recover possession of the properties comprised in the lease deeds in view of the term. Even if he is entitled to recover possession of those properties, he is answerable to the lessees for improvements effected by them. In view of these circumstances, we can safely conclude that the improvements were made by the defendants 35 and 43 in the

bona fide belief that they were entitled to make such improvements in the properties comprised in Exts. B-149 and B-170. If so, they are entitled to be paid the value of improvements under Section 4 of Act 29 of 1958 at the time of eviction. But the leases in favour of these defendants were granted subject to the licenses for cutting and removal of trees. If for the purpose of effecting plantations after the expiry of these licenses, the lessees have cut and removed the trees from the properties they are liable to the sharers to account for such trees and the net value from those trees received both by defendants 35 and 43 will have to be finally adjusted in their claim for improvements in the properties. **We, therefore, hold that defendants 35 and 43 are entitled to claim value of improvements effected to claim value of improvements effected in the property subject to adjustments after rendition of accounts as stated above. This enquiry will be conducted in the execution proceedings after passing of the final decree.**

35. Counsel for the appellant in A.S.113 of 1967 next contended that in the suit which is for partition and recovery of the plaintiff's share, the impugned alienation and the leases can be set aside only in respect of 1/31 share belonging to the plaintiff and the decree for partition and the allotment of the shares to the defendants free from these documents cannot be sustained and in support of this proposition, relied on Veerabhadrayya V. Seethamma, AIR 1940 Mad 236. The right of a co-tenant or co-sharer to recover possession of the co-ownership property from a stranger in adverse possession to all the co-owners was not disputed at the Bar. On the other hand, the decision in AIR 1940 Mad 336, relied on by the appellant's counsel also confirms this proposition. In that decision, the learned single Judge of Madras High Court observed at page 239:

“ Where a tenant-in-common sues to recover possession of the entire property, it may be open to him to join other tenants in common as parties to the suit and claim to recover joint possession on behalf of himself and the other co-tenants. But where a tenant-in-common only sues to recover possession of his share making the other tenants parties to the suit, the question is, will it be open to the other co-tenants to claim and recover possession of their shares? No doubt for the delivery of possession of one-sixth share a partition may be incidental and for that purpose the other tenants-in-common may be proper parties to the proceeding, the actual division to be effected being ancillary relief to be given to the plaintiff. The suit against a stranger in adverse occupation of the property being in substance one in ejectment he would certainly be not interested in the claim for partition among the co-tenants. His defence against each of the tenants-in-common may be different. Some of the tenants-in common may be adults and some minors. It may be that the claim on the part of the adults to recover their shares may be barred by limitation whereas the claim on behalf of the minors may not.”

In a suit for partition, every sharer-defendant is in the position of a plaintiff.

It is open to that sharer to claim his share on the suit without putting himself to the trouble of bringing a separate suit for partition of his share. In such circumstances,

if a defendant-sharer in his written statement has avoided an alienation impugned by the plaintiff, we do not find any reason why a relief should be disallowed to that defendant for a share free of the alienation. We find it difficult to accept the reasoning of the learned single Judge in AIR 1940 Mad 236. **In the case before us, all the defendants-sharers have claimed their share in the property free from the documents challenged by the plaintiff. The sharers-defendants have also stated that the mortgages and the leases objected to by the plaintiff are not binding on the estate. We are, therefore, of the view that the (159) plea of the counsel for the appellant in A.S.113 of 1967 is devoid of substance.**

36. Counsel for the appellant in A.S. 394 of 1967 contended that his parties are entitled to benefit under S.43 of Malabar Tenancy Act and this has to be relegated to the final decree proceedings. The suit was instituted in 1956 when the Malabar Tenancy Act was in force. There was no contention based on S.43 of the Malabar Tenancy Act. It has been founded by us and also by the Court below that the leases in favour of the appellants in A.S.394 of 1967 are binding on the sthanam and they are not prudent acts of management. In such cases, there is no scope at all for applying Section 43 of the Malabar Tenancy Act.

37. Counsel for the appellants in A.S. 394 of 1967 then advanced special claims in the house in Palghat belonging to the sthanam. His first complaint was that this property has not been scheduled to the plaint. The 18th defendant when he filed the written statement before he was transposed as the plaintiff had included the building in Palghat as a partible asset belonging to the sthanam. The submission by the appellants in A.S. 394 of 1967 was that even after transposition the 18th defendant had not chosen to include this property in the plaint schedule. We do not think that its non-inclusion in the plaint schedule is a ground to hold that this Palghat building is not partible asset belonging to the sthanam. The appellants in A.S. 394 of 1967 advanced special rights over this building on the basis of a Munpattom Ext. A10 executed by the first defendant. Ext. A-10 provides for a rent of Rs.30/- per year. It is dated 4-9-1956. As we have already held in respect of other transactions in Ext. A-10 cannot have any force after the death of the first defendant. On the basis of Ext. A-10, therefore, the 31st defendant cannot advance any special rights over this building in Palghat.

38. Lastly, the counsel for the appellants in A.S. 394 of 1967 advanced a contention that in the final partition, an equitable direction has to be given by this court for allotment of this building to the share of the 31st defendant. This prayer was hotly contested by counsel for the plaintiff on several grounds including the one based on the improvements effected to this building by the Receiver in possession of the property by spending a substantial sum of Rupees 12,000/-. We do not want to express any final opinion on this matter except to permit the appellants in A.S. 394 of 1967 to raise their plea for an equitable direction for the allotment of the residential building in Palghat in the final decree proceedings. When such a claim is raised, the lower court will dispose of the same on the merits

after hearing objections of the sharers in the property. We make it clear that we are not expressing any opinion at all one way or other on the claim of the appellants in A.S. 394 of 1967 for an equitable allotment of this building to their share.

39. The next ground raised by the appellants in A.S. 394 of 1967 relates to a High School in B schedule items 759 and 763. This is one of the grounds in A.S.169 of 1967 by the plaintiff. The learned Judge has after finding that the school belongs to the sthanam left the question of management of the school to be decided by the committee, which is now functioning to manage this school. The discussion of the learned judge is in paragraph 123 of his judgment. The school is situated in the property belonging to the tarwad of the parties. A portion of the same was taken on lease by the then sthani. The leasehold right in respect of the remaining portion of the property was taken assignment of by the sthanam from strangers. It has been proved in this case that the school building was constructed in 1925 by the then sthani. In 1929 the school was surrendered to the Malabar District Board. After some time the District Board stopped conducting the school. The first defendant then filed O.S.199 of 1941 against Malabar District Board in respect of the school, which ended in a compromise. As a result of that compromise the first defendant got back the school and started running the same. The above facts clearly show that the High School situated in B schedule items 759 and 763 belonged to the sthanam. During the lifetime of the first defendant he had constituted a society consisting of himself, the 31st defendant and others including the Headmaster of the school evidenced by Ext. B-64 memorandum of association for conducting the school. The society was recognised by the Education Department. The first defendant was functioning as the correspondent for some time. Even during the lifetime of the first defendant, the 31st defendant was made the president and she was functioning as the correspondent. But when once it is found that the school belongs to the sthanam the society which was constituted by the first defendant can have the legal status of only his agent for conducting the school and with the death of the first defendant there is a termination of that agency and the conduct of the school revert back to the statutory heirs under Section 7 (3) of the Hindu Succession Act. The learned Judge therefore has to frame a scheme (160) for the purpose of running the school. He should not have left the matter to be decided by the society constituted under Ext. B64. We therefore set aside the directions given in paragraph 123 of the lower court's judgment and direct the learned judge to frame a scheme in the final decree proceedings for the conduct of the High School in Plaint B Schedule items 759 and 763 after taking into account all the objections of all the sharers.

40. In respect of the school, there is a claim by the 31st defendant that she had spent Rs.75, 000/- for effecting improvements. We do not find any acceptable evidence to support this claim.

41. Before leaving this part of the case, it is necessary to mention about the National Savings Certificates taken in the name of the first defendant which now stand in the name of the first defendant as President of the society and

correspondent of the school in respect of a sum of Rs.20, 000/- which has been deposited with the Department as security for the conduct of the school. Those certificates which were originally in the name of the first defendant were produced in Court as a result of the inventory that was prepared in pursuance to the orders issued by this Court and those documents were got back by the 31st defendant and they were cashed and renewed in the name of 31st defendant and produced back in Court. But it is seen that the 31st defendant has collected interest due on the National savings Certificates – according to the plaintiff, this interest comes to Rs.8, 000/-. While according to the 31st defendant, it comes only 5,000/-. One of the grounds in the plaintiff's appeal is that the 31st defendant should be called upon to account for the interest received on these National Savings Certificates. The learned Judge has found it unnecessary to give any direction regarding this matter and he says that since this is a matter relating to the administration of the school this question also will be dealt with by the society. The discussion of the learned Judge is contained in paragraph 124 of his judgment. We do not agree with the finding of the learned Judge. This question also will be considered afresh in the final decree proceedings along with framing of the scheme for the management of the school.

42. In view of our finding that the society constituted by the first defendant cannot have any legal existence after his death, counsel for the plaintiff prayed for some interim directions till the passing of the final decree by the Court below for the management of the High School. We give liberty to the plaintiff to move the lower Court for such directions. The lower court will pass appropriate orders after hearing parties who are interested in this matter.

43. Another ground mentioned in A.S. 164 of 1967 relates to accountability of the several parties in possession of the sthanam properties on the basis of the documents executed by the first defendant. The finding on this matter by the learned Judge is not very clear. The claim of the plaintiff is that there should be a direction for accounting from 3-1-1960, the date of the death of the first defendant. Counsel for the appellants in A.S. 394 of 1967 objected to this claim for accounting on the ground that if at all accounting is directed it can only be in respect of the plaintiff's share in the properties because against the decree of the court below most of the sharers have not filed appeals and even in the appeals filed by some of the sharers, this decree of the learned Judge has not been contested. In view of Order 41, Rule 33, Civil P.C., we do not think that any elaborate discussion is necessary for the purpose of showing if the claim of the plaintiff is sustainable, the benefit of that finding must enure to all sharers in the property even though they have not filed appeals. *Nirmala Bala v. Balai Chand*, AIR 1965 SC 1874 on which counsel for the appellant in A.S. 394 of 1967 relies enunciates the principles for applying Order 41, Rule 33. It has been stated by their Lordships that if a finding is set-aside on a ground common to the appellant as well as to the non-appealing parties, then the benefit of the decision must be available to all because of the wording of Order 41 Rule 33. This is made clear by the illustration to that provision itself. We, therefore take the view that even though

appeals have been filed by other sharers, if it is found that there is a liability to account on the part of the person in possession of the property that must enure to the benefit of all the sharers. On the question of accounting, we have provided for defendants 35 and 43 to render accounts for the cutting and removal of trees from the properties belonging to the sthanam. Similarly we have to hold that the appellants in A.S.394 of 1967 will be liable to render accounts for the income of the sthanam properties in their possession from 3-1-1960. This enquiry will be done in the final decree proceedings.

44. Then there remains only A.S.169 of 1967 the appeal by the second defendant. This relates to the sum of Rs.50,000/-, which has been paid to the second defendant on the basis of a voucher, Ext.A-70. The contention on behalf of the plaintiff is that this payment was made in view of the share of the second defendant in the properties attached to the Valiya sthanam whereas according to the second defendant, it is an exgratia payment given to him in (161) consideration of withdrawing the Original Petition that he had filed in the High Court. The dispute between the parties in regard to this amount of Rs.50,000/- has been discussed by the learned Judge in paragraphs 110 and 111 of his judgment. We are constrained to observe that there is no proper consideration of this matter taking into account the various documents and also the oral evidence touching this question. That apart there was an application by the second defendant to be examined on commission. One of the reasons given by the learned Judge to hold this point against the second defendant was because of his non-examination. His application for being examined on commission was rejected. We have heard counsel at considerable length on this aspect. We feel that an opportunity has to be granted to the second defendant for his being examined and we also feel that a mere detailed examination of the question as to the circumstances in which the sum of Rs.50,000/- was paid to the second defendant is necessary. Counsel appearing on behalf of the second defendant submitted before us that in view of the ailment of the second defendant, he may be allowed to be examined on commission. We set aside the finding of the learned Judge in regard to the nature of the payment evidenced by Ext. A-70 and we direct the lower Court to reconsider this question afresh in the final decree proceedings. The second defendant's counsel will file a statement in lower Court mentioning a date for the examination of the second defendant on commission in his residence at Palghat within two months from the date of receipt of records in the trial Court. When such a statement is filed in the lower Court will appoint a commissioner and will give necessary direction to the second defendant to deposit the batta and direct his being examined on commission in his residence at Palghat on the date mentioned in that statement.

45. Appellants in A.S. Nos 69, 113 and 394 of 1967 and A.S. No.20 of 1968 claimed benefit under Sections 7 and 7(d) of Act 1 of 1964 as amended by Act 35 of 1969. We do not express any opinion on this aspect at this stage. But we give liberty to the parties to raise their plea in the execution proceedings when they are sought to be dispossessed of the properties.

46. A.S. No.206 of 1968 arises out of an order issued by the Court below for sale of the building in Palghat about which we have already dealt with. The question whether the property has to be sold or not has to be decided only at the time when the properties are sought to be divided in the final decree proceedings. We therefore, set aside that order and allow A.S.No.206 of 1968. All the remaining appeals are disposed of in accordance with the directions that we have already given. We modify the decree and judgment of the Court below as stated above. We direct all the parties to suffer their costs in this Court.

Order accordingly.

This order pronounced by the Honorable Full Bench of Kerala High Court has now been computerised and printed out for easy reading and reference at a glance.

*K.M. Saseendran Unni,
"Krishna Kripa",
Raja's Colony,
Mannarkkad – 678 582*

Contact me at 04924 222 465 / 094008 22465 / mail to:

kmsunni@ymail.com

689535

203

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 66 & 67 (N) OF 1974

235

Parukutty Amma & Ors.

Certified to be true copy Appellants

Versus

Assistant Registrar (Judl.)

15/5/18.20

SUPREME COURT OF INDIA

Kunnathat Matambil Gopalan

Unni & Ors.

SANDEEP
BHATNAGAR

Digitally signed by
SANDEEP
BHATNAGAR

Date: 2016.04.27

13:10:52 +0530

OR DER

....Respondents

Learned counsel for the appellants states that the dispute in the present appeals has been settled between the parties outside the Court. In this view, these appeals have become infructuous and are, accordingly, dismissed as infructuous. There will be no order as to costs.

New Delhi,
August 7, 1991

Sd/-
.....J.
(K.N. Singh)

Sd/-
.....J.
(Kuldip Singh)

882233

203

23

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 68 & 67 OF 2018

Certified to be true copy of the original

Assistant Registrar (Civil)

12/12/20

SUPREME COURT OF INDIA

APPLICATION FEE Rs. 5/-

A1 No. 27578
Urgent Fee : Rs. 5/-
Certification Fee : Rs. 10/-
No. of Folio 1
Total Cost Rs. 16
(a) application filed on :- 18/9/18
(b) the date given to receive copy :- 19/9/18
(c) date on which copy is made ready :- do
(d) the date on which the copy is received by the applicant or sent to the applicant :- do
A.R. 18/9-18
Branch Office
Supreme Court of India



SEALED IN MY PRESENCE

In the Court of the Subordinate Judge of Ottapalam

Present:-- Sri T.V. RAMAN, B.A., B.L.,
Additional Subordinate Judge.

Wednesday, the 30th day of November, 1966
(9th Agrahayana, 1888)

Original Suits Nos.65/1956 and 1 of 1960.

O.S: No.65/1956

Between:--

Kunnathat Matambil Ramanunni Nair (Transposed as 52nd defendant as per order on I.A. 447/65 dated 8--6--1955). Kunnathat Matambil Gopalan Unni (Originally impleaded as 18th defendant, but subsequently transposed as plaintiff as per order on I.A. 447/65 dated 8--6--1965

And

Kunnathat Matambil Thathunni Valiya Nair alias Mannarghat Moopil Nair styled as Chathunnaman (died). 2. Kunjunni Elaya Nair styled as Yakkunnaman 3. Prabhakaranunni Nair 4. Unni Omana alias Kutti Nethiar 5. Kochunni Nair 6. Pappikkavu Nethiar 7. Madhavanunni Nair 8. Bharathi Nethiar 9. Kunhikkavu Nethiar 10. Janardhananunni Nair 11. Vinodini Nethiar 12. Padmini Nethiar 13. Indira (minor, 17 years) 14. Kunhimalu (minor, 14 years) 15. Jayasree (minor 2 years) 16. Vinodini Nethiar's son (minor, boy aged 2 months, not named) 17. Kunhanunni Nair 18. Gopalanunni (Transposed as plaintiff as per order on I.A.447/65 dated 8-6-1965 19. Savithri Nethiar 20. Ravindranunni Nair 21. Balachandranunni (Originally impleaded as minor, but subsequently recorded as major and guardian removed as per order dated 19--7--1963 on I.A. 1115/63.) 22. Soudamini Nethiar (originally impleaded as minor but subsequently recorded as major as per order on I.A. 1967/63 dated 30-11-83). 23. Sasindran (minor 7 years) 24. Sreekumaran (minor, 3 years) 25. Malathi Nethiar 26. Kesavanunni (minor 8 years) 27. Bhavadasanunni (minor 4 years) 28. Lathika (minor, 1 year) 29. Ammini Nethiar 30. Krishnanunni Nair 31. P. Parukutti Amma 32. Balagopala Panicker 33. K. Madhavankutty Menon

Plaintiff

Defendants

34. M.T. Balakrishna Menon 35. Nair Service Society, Changanachery by its President Mannath Padmanabhan 36. Kalladi Kammappa and Brothers by Managing partner Kalladi Kammappa Sahib (died) 37. N. Gopalan Nair 38. M.C. Chandy (P-2) 39. A.P. Ramaswamy. 40. G.H.J. Stevange 41. V. Subbayyan Chettiar 42. P. Kunnathan Jacob 43. Rev. Father K.C. Varghese. Supplemental 44. P. Sankaranarayanan 45. Sreekumaran (minor 15 years) 46. P. Kunhilakshmi Amma 47. M.P. Chandrika Amma Supplemental defendants 44 to 47 recorded as the legal representatives of deceased 1st defendant as per order on I. A. 160/1960 dated 24-8-1960. 31st defendant appointed guardian of minor 45th defendant as per order on I.A. 161/60 dated 29--5--1961. Supplemental 48. Narayanannuni (minor 6 years) 49. Sasikala (minor 4½ years) Supplemental defendants 48 and 49 impleaded as per order on I.A. 1552/ 60 dated 27-2-1961. 8th defendant appointed guardian of minor defendant 48 and 49 as per order on I.A. 1557/60 dated 10-4-1961. Supplemental 50. K.V. Sankaran Nair 51. Sankarappa Gounder Supplemental defendants 50 and 51 impleaded as per order on I.A. 728/63 dated 6--4--1963. Supplemental 52. Kunnathat Matambil Ramanunni Nair Original Plaintiff transposed as defendant as per order on I.A. 447/65 dated 8-6-1965. 17th defendant appointed guardian of minor defendants 13 to 16 as per order on I.A. 2390/56 dated 22--1--1957. 17th defendant appointed guardian of minor defendants 21 to 24 and 26 to 28 as per order on I.A. 13/57 dated 22--1--1957.

Defendants

O.S.No.1 of 1960

Between:--

1. Kunnathat Matambil Thathunni Moopil Nair (since deceased) 2. P. Parukutty Amma 3. Balagopala Panicker 4. Sankaranarayana Panicker 5. Sreekumarankutty (minor 15 years) by guardian P. Parukutty Amma 6. Kunhilakshmi Amma. Plaintiffs 2 to 6 are the heirs of deceased 1st plaintiff as per statement dated 28--3--1960 filed by the plaintiffs. ...

Plaintiffs

And

1. Kunnathat Matambil Kunjunni Elaya Nair styled as Yakkunnaman 2. Prabhakaranunni Nair 3. Ramanunni Nair 4. Unni Omana alias Kutti Nethiar 5. Kochunni Nair 6. Pappikkavu Nethiar 7. Madhavanunni Nair 8. Bharathi Nethiar 9. Kunhikkavu Nethiar 10. Janardhananunni Nair 11. Vinodini Nethiar 12. Padmini Nethiar 13. Indira (minor 17 years) 14. Kunhimalu (minor 14 years) 15. Jayasree (minor, 2 years) 16. Unnamed boy minor 2 months) 17. Kunhanunni Nair 18. Gopalanunni 19. Savithri Nethiar 20. Ravindranunni Nair 21. Balachandranunni (originally impleaded as minor, but subsequently recorded as major as per order on I.A. 1117/63 (P-3) dated 19-7-1963. 22. Soudamini Nethiar (originally impleaded as minor, but subsequently recorded as major as per order on I.A. 776/64 dated 25-5-1964 23. Sasindran (minor 7 years) 24. Sreekumaran (minor 3 years) 25. Malathi Nethiar 26. Kesavanunni (minor 8 years) 27. Bhavadasanunni (minor, 4 years) 28. Lathika (minor 1 year) 29. Ammini Nethiar 30. Krishnanunni Nair. Supplemental 31. V. P. Chandrika Amma, impleaded as per order Dated 24-6-1960 on I.A. 601/60. 17th defendant appointed as guardian of minor defendants 13 to 16, 21 to 24 and 26 to 28 as per order on I.A. 25/60 dated 5-3-1960.

Defendants

These suits coming on Wednesday, the 16th, Thursday, the 24th, Friday, the 25th and Monday the 28th days of March; on Tuesday, the 7th, Wednesday the 15th, Friday the 17th, and Thursday the 30th, days of June; on Friday the 8th, Thursday the 12th, Saturday the 16th, Wednesday the 20th, Monday the 25th, Friday the 29th days of July; on Saturday the 6th, Monday the 8th, Thursday the 11th, Wednesday the 17th, Thursday the 18th, Saturday the 20th, Monday the 22nd, Thursday the 23rd, Wednesday the 24th, Thursday the 25th, and Saturday the 27th days of August; on Thursday the 8th, Monday the 12th, Wednesday the 14th, Friday the 16th, Saturday the 17th, Monday the 19th, Thursday the 22nd, Saturday the 24th, Tuesday the 27th, and Friday the 30th days of September; on Saturday the 1st, Monday the 3rd, Friday the 14th, Monday the 17th, Tuesday the 18th, Wednesday the 19th, Thursday the 27th, Friday the 28th, Saturday the 29th, and Monday the 31st, days of October; and the Tuesday the 1st, Thursday the 3rd, Friday the 4th Saturday the 5th, Tuesday the 8th, and Wednesday the 9th days of November; 1966, for final hearing before me, in the presence of Sri. P. Appunni Menon, advocate for the plaintiff and defendants 12 and 19 to 28 in O.S. 65 of 1956 and for defendants 18, 19, 20, 21, 23, 24 and 25 in O.S. 1/1960; of Sri T.R. Govinda Variar advocate for the plaintiff in O.S. 65 of 1956 and for the 3rd defendant in O.S. 1/1960; of Sri. T.N. Subramania Iyer, advocate for defendants 2, 31 and 32 in O.S. 65/1956 of Sri

Panampilly Govinda Menon advocate for the 31st defendant in O.S.65/56 and the 2nd plaintiff in O.S.1/60; Sri. C.H. Subramania Iyer, advocate for defendants 31 and 32 in O.S.65/56; of Sri C.P. Madhavan Nair, Sri V.V. Rama Iyer and Sri A.C. Pisharody, advocates for the 31st defendant in O.S.65/56; of Sri V. Karunakara Menon, advocate for the defendants 31, 32, 33, 35, 45 and 46 in O.S.65/56; of Sri M. Haridasa Menon advocate for defendants 31 and 32 in O.S.65/56; Sri P.G. Suryanarayana Iyer advocate for defendants 31, 38, 42 and 43 in O.S. 65/56, of Sri V. Balakrishnan, advocate for defendants 31,32,35,44,45,46 and 51 in O.S.65/56 and for plaintiffs 2 to 6 in O.S.1/1960; of Sri Govindan Nair advocate for the defendants 2 and 32 in O.S. 65/56; of Sri V. Appukutty Menon, advocate for the 2nd defendant in O.S. 65/56; of Sri K.N. Kalyanakrishna Iyer, advocate for the 2nd defendant in O.S.65/56 and for the 1st defendant in O.S.1/1960; of Sri K.M.C. Kurup, advocate for the 5th defendant in O.S. 65/1956 and for the 5th defendant in O.S.1/1960; of Sri M.P. Govinda Menon, Pleader for defendants 4,6,7,8, 48 and 49 in O.S.65/56 and for defendants 4,6,7, and 8 in O.S.1/1960; of Sri K.P. Karunakara Menon, advocate for defendant 3, 25 to 28 and 47 in O.S. 65/1956 and for defendants 25 and 31 in O.S.1/1960; of Sri A.N. Parameswara Iyer, advocate for defendants 19 to 24 in O.S.65/1956 and for defendants 19 to 24 in O.S.1/1960; of Sri K.V. Krishnankutty Nair, advocate for the 32nd defendant in O.S.65/1965; of (P-4) Sri O.N. Namboodiripad, advocate for the 37th defendant in O.S.65/56; of Sri K.V. Rama Iyer advocate for defendants 41 and 52 in O.S. 65/56 of Sri P.N. Krishnankutty Achan advocate for defendants 9 and 17 in O.S.65/1956; of Sri T.K. Ramaswamy Iyer advocate for the 52nd defendant in O.S. 65/1956; of Sri K.V. Suryanarayana Iyer advocate for the 52nd defendant in O.S. 65/1956; of Sri P. Madhava Menon advocate for the 52nd defendant in O.S. 65/1956; of Sri A.V. Subramania Iyer, pleader for the 50th defendant in O.S. 65/1965; and of Sri K. Unnikrishnan advocate for defendants 9,10,11,13 to 17 29 and 30 in O.S.65/1956; defendants 1 and 36 in O.S. 65/1956 being dead; and the other defendants in both the suits being absent and set ex parte, and having stood over to this day for consideration, the Court delivered the following

J U D G M E N T

These suits were tried jointly and evidence was recorded in O.S/65
of 1956.

2. *O.S. 65 of 1956*:- The suit is for partition. The plaint allegations are as follows:- The plaintiff and defendants 1 to 30 are the members of Kunnathat Matambil Swaroopam commonly known as Mannarghat Nair Veedu. It is an ancient chieftain <nafovaSi> family. There are two Stanams attached to the family which are held by two seniormost male members of the family and known as Moopil Stanam and Elaya Stanam, the incumbents being known as Moopil Nair or Valiya Nair and Elaya Nair respectively. Defendants 1 and 2 are the holders of the said two Stanams. The seniormost female member is called Amma Nethiar (10 EntYa{> and she used to manage the tarwad properties. The parties re governed by the Madras Marumakkathayam Act of 1932 and the Marumakkathayam Removal of Doubts Act of 1955. The relationship of the parties is shown in Plaint A schedule. When Kochunni Valiya Nair died in 1027 (1851-52) there was no Elaya Sthani living. The then Moopil Nair took possession and managed the Elaya

Sthanom properties also till his death. There were some tarwad properties. Ittichathu Valiya Nair was managing the Stanom and the tarwad properties. The two estates were mixed together and no distinction was made between the two estates. There has been a long period of intermingling of the tarwad and Stanom properties. When Ittichathu Valiya Nair died in 1049 M.E. (1873-74) there was no major male member capable of taking up the management. The Moopil Stanom and Elaya Stanom properties were, therefore under the management of Parvathi Amma Nethiar. During her period of management also there was intermingling of the two sets of properties. When Ramanunni Valiya Nair took over the management from Parvathi Amma Nethiar fusion of two estates continued. Subsequently in 1066 M.E. (1891) a karar dated 20-4-1066 M.E. was executed by the members of the Swaroopam under which the Swaroopam properties were divided into 2 schedules allotting one schedule to the Moopil Stanom and the other to the Elaya Stanom. The remaining properties were treated as tarwad properties. There was a suit O.S.51/1944 for partition of the properties which were set apart as tarwad properties. Those properties have been divided among the members of the tarwad as per the final decree passed in that suit. The properties described in B schedule to the plaint are the Moopil Stanom properties which are now managed by the 1st defendant. The properties in the C schedule are the Elaya Stanom properties managed by the 2nd defendant. According to the provisions of the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1958) the properties shown in the schedule should be deemed to be the tarwad properties (**P-5**) of the plaintiff and defendants 1 to 30. The properties in B schedule fetch an income of 16,000 paras of paddy and Rs.60, 000/- annually. The C schedule properties fetch an income of more than 4000 paras of paddy and Rs.3000/- annually. The 1st defendant became the Moopil Sthani in 1940. He was not a capable person who could manage the vast estate, which is attached to the Moopil Stanom. He is 81 years old. During the last 9 or 10 years preceding the suit his mental condition was steadily deteriorating and he had become a person who was incapable of managing his affairs. He could not effectively assert his opinion. He was reduced to a state in which he would readily sign whatever document that was placed before him by his wife, the 31st defendant and his son the 32nd defendant. Due to advanced age imbecility and senility had set in. The 1st defendant had been prevailed upon to execute several documents in favour of defendants 31 to 43. Those documents are mentioned as documents Nos. (a) to (o) in the plaint. A possessory mortgage for Rs.18, 000/- has also been executed in favour of the 31st defendant. The document is not supported by necessity or benefit. It is not supported by consideration. It is a sham document. The documents mentioned in the plaint are not valid and binding on the estate. There are some other similar documents about which the plaintiff has no information. If such documents are discovered later on those documents may also be treated as not valid and binding on the estate. The 1st defendant is not competent to execute the documents mentioned in the plaint and the documents are not supported by consideration. No possession has passed under those documents. They are all sham documents. Defendants 1 and 2 have been guilty of gross mismanagement of the estate. They have not paid the plaintiff's share of profits. They have misappropriated large amounts. Defendants 1 and 2 are bound in law to render account of amounts misappropriated by them during their management. The movables attached to the Moopil Stanom are shown in the D Schedule. The movables attached to the Elaya Stanom are shown in the E schedule. The amounts lying to the credit of the Moopil Stanom in the

Palghat Sub Court in land acquisition proceedings are shown in F schedule. There are several Devaswoms attached to the two Stanoms. Some of them are endowed with properties. Appropriate directions should be issued for the proper management of those Devaswoms. The plaintiff is entitled to mesne profits from the date of the plaint. The 1st defendant died on 3-1-1960. Even if the plaintiff is not entitled to any relief based on Madras Act of 32 of 1955 the plaintiff will be entitled to claim a share in the B, D and F schedules according to the provisions of Section 7 (3) of the Hindu Succession Act of 1956. With the death of the 1st defendant, the rights of defendants 21 onwards as lessees or licencees as the case may be have been determined in law and the plaintiff is entitled to partition as if the said documents did not exist. The 50th defendant has wantonly kept receipt books, accounts and papers relating to Attapadi area even after the death of the 1st defendant. He is issuing antedated receipts to various persons. He has not rendered accounts of the collections made by him. He is liable to account for the prior period and to make the cash balance available with him on 1-3-1960 available for division. The plaintiff, therefore, prays for a decree for partition and separate possession of the plaint schedule properties with mesne profits and for a decree directing the proper management of the school and temples belonging to the Stanom. The plaintiff was subsequently transposed as 52nd defendant and the 18th defendant was transposed as plaintiff. The plaint C and E schedule were subsequently deleted from the plaint. The plaint D schedule was amended as D1 schedule. Relief is now asked only in respect of the Mooppil Stanom properties alone. **(P-6)**

3. The 1st defendant has filed a written statement raising the following contentions:- The plaintiff is not entitled to maintain the suit. The plaintiff and defendants 1 to 30 are not the members of a common tarwad. The intermingling of the properties alleged in the plaint is not true. The suit is barred by reason of the decree in O.S. 51 of 1944. The tarwad was registered under the Madras Marumakkathayam Act as an impartible tarwad. The Plaintiff is estopped from contenting that the tarwad is partible. There were a Kunnathat Matambil tarwad, a Mooppil Nair Stanom and an Elaya Nair Stanom in existence as three separate and distinct entities with mutual exclusive rights from time immemorial. The origin of the two Stanoms is lost in antiquity but tradition has it that two Stanoms were created and endowed by the then suzerain overlord to enable the occupants thereof to function as feudal chieftains and to render service to the overlord. The tarwad has no right in the properties of the Stanom. This defendant became Elaya Stani in 1931. According to custom in the family, on that date he ceased to be a member of the tarwad. This defendant became the Mooppil Stani in 1940. From that day onwards he was in exclusive possession and enjoyment of the plaint B schedule properties openly and notoriously as properties appertaining to the Stanom as his predecessors. The suit is therefore barred by limitation and adverse possession. The karar of 1066 M.E. alleged in the plaint is not true. The plaintiff is not entitled to claim partition on account of the Madras Act 32 of 1955. The Stanis were not members of Kunnathat Matambil tarwad. The tarwad had a separate Karanavan (Ammu Nethiar) and the tarwad had a separate existence. The tarwad was registered as impartible under the Marumakkathayam Act of 1932. The registration was got cancelled. The tarwad was divided as per the final decree in O.S.51 of 1944. Madras Act 32 of 1955 is therefore not applicable to the Stanom. Act 32 of 1955 is

ultra vires. It is opposed to fundamental rights guaranteed by the Constitution. It is opposed to public policy. The suit is bad as being one for partial partition. The income of the properties shown in the plaint is not correct. The correct schedules of the properties have not been shown in the plaint. This defendant is quite capable of managing the properties. Nobody has tried to impose his or her will on this defendant. The transactions mentioned in the plaint were decided upon by this defendant. No senility or imbecility has set in so far as this defendant is concerned. Nobody has induced or influenced this defendant to enter into any transaction. The transactions entered into by this defendant cannot be impugned by the plaintiff. The transactions are valid and binding on the estate. The possessory mortgage for Rs.18,000/- executed by this defendant in favour of the 31st defendant is valid and binding on the estate and supported by consideration. The court fee paid is not correct. This defendant is not liable to account. Except some movables belonging to the temple and furniture kept in the office there are no movables belonging to Mooppil Stanom. Most of the movables shown in De schedule do not exist. The suit is contrary to the provisions of the Hindu succession Act. The plaintiff is not entitled to any relief.

4. The 2nd defendant has filed a written statement and an additional written statement. The suit is barred under Order 2, rule 2 of the Civil Procedure Code. This defendant is not liable to account. The plaintiff is not entitled to claim partition of the Elaya Stanom properties. The claim founded on the Madras Marumakkathayam (Removal of Doubts) Act is no longer sustainable since the Act has been held to be ultra vires by the Supreme Court. Even now the reliefs claimed in the plaint are opposed to that Act. The plaintiff is entitled to claim partition of B, D and F schedule properties alone under Section 7 of the Hindu Succession Act. Section 7, clause (3) of the Hindu Succession Act is not applicable to Kerala. Nothing is mentioned of Kerala Act 28 of 1958 in (P-7) in the plaint. The plaintiff is not entitled to any relief under that Act. The share claimed in the plaint is not correct. As per I.A. 163/60 this Court has directed that Elaya Stanom properties should be deleted from the plaint. The plaintiff has not complied with that order. On account of the modifications made to the Hindu Succession Act by the Kerala Act 28 of 1958 the plaintiff is not entitled to claim partition. The Devasoms mentioned in the plaint are not Mooppil Stanom properties. They are not liable to be divided. In any case Section 7 (3) of the Hindu Succession Act is repugnant to Articles 19 and 31 of the Constitution. In other respects he supports the contentions of the 1st defendant.

5. The 3rd defendant has filed a written statement supporting the plaintiff. The share due to this defendant should be allotted to him. In other respects he supports the contentions in the plaint.

6. Defendants 4,6,7 and 8 have filed a written statement and an additional written statement supporting the plaint. The 89th defendant was pregnant when the suit was filed. She has given birth to a male child, That child is also entitled to a share. The children of the 8th defendant are defendants 48 and 49. They are entitled to shares. The 1st defendant has kept large amounts by way of income tax in arrears. His personal heirs alone

are liable for those amounts. After the death of the 1st defendant there was an agreement between the parties under which a sum of Rs.50, 000/- was paid to the 2nd defendant on the understanding that the said amount would be adjusted against his share at the time of the partition. A charge should be created for the said amount on the share of the 2nd defendant. The proportionate amount should be made available to other sharers. Defendant 8 and 48 and 49 may be treated as a tavazhi for the purpose division.

7. The 5th defendant has filed a written statement claiming his share in the properties and supporting the contentions in the plaint.

8. Defendants 9 to 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 have filed a joint written statement supporting the plaintiff and claiming their shares. Defendants 25 to 28 have filed an additional written statement supporting the plaint. Defendants 9 to 18 and 29 have filed another additional written statement contending that the property described in the schedule attached to the written statement is a house and compound situated in Vadakkanthara in Palghat town. That property belongs to the Mooppil Stanom and is as such available for partition. The 1st defendant has executed certain documents in respect of that property in favour of the 31st defendant. The said documents are sham and inoperative. Large amounts due by way of agricultural income tax have been kept in arrears. Large amounts payable as Central Income tax have also been kept in arrears. The personal heirs of the 1st defendant are alone liable for these amounts. A sum of Rs.50, 000/- was paid to the 2nd defendant under an agreement between the members of the tarwad. Such amounts should be adjusted against the share of the 2nd defendant. The 2nd defendant should be directed to render accounts of amounts collected by him after 3-1-1960. In other respects they support the plaint in the written statement.

9. Defendants 19 to 24 have filed a written statement supporting the plaintiff and defendants 9 to 18 and 29.

10. Defendants 20 to 24 have filed additional written statement supporting the plaint and the written statements of defendants 9 to 18 and 29. **(P-8)**

11. Defendants 31 and 32 have filed a written statement supporting the contentions of the 1st defendant. The documents executed by the 1st defendant in favour of defendants 31 to 43 are bonafide, true and valid. The documents are supported by consideration and were executed for valid necessities of the Stanom. The first defendant was competent to execute these documents. The possessory mortgage in favour of the 31st defendant is fully supported by consideration. These defendants have effected valuable improvements in the properties in their possession. They are entitled to the value of the same. The 31st defendant is the sole owner of all the moveable and jewellery seized from her house at the time of the inventory except the movable belonging to the temple. The plaintiff is not entitled to any relief. The 31st defendant has filed an additional written statement. Only some of movables mentioned in the plaint D1 schedule are available for partition. The National Savings Certificates mentioned in the plaint D1 schedule are not available for partition as they are the assets of the school. The school belongs to this defendant exclusively. Only items 270, 307, 349 and 375 of plaint D1 schedule are

available for partition. Item 1 to 51 in the plaint D1 schedule are the properties of the Devaswom and the personal belongings of the 1st defendant. The Pathayapura belongs to this defendant exclusively. Plaintiff is not entitled to any relief.

12. The 35th defendant has filed a written statement. 2001 acres of forest area which belonged to the 1st defendant's Stanom were leased to this defendant for a period of 48 years for the purpose of clearing the forest and raising plantations. This defendant has paid a sum of Rs.15, 000/- by way of premium. This defendant is in possession of the property leased. The transaction in favour of this defendant is supported by consideration. This defendant has effected valuable improvements in the property. The plaintiff is not entitled to any relief as against this defendant. In other respects he supports the contentions of the 1st defendant.

13. The 37th defendant has filed a written statement. This defendant is not a necessary party to the suit. Document No. (h) mentioned in the plaint was executed in favour of this defendant. There was a suit O.S.35/1957 on the file of the Palghat Sub Court in respect of the property which was leased to this defendant. As per the compromise in that suit 800 acres were leased in favour of this defendant, and 1200 acres were assigned by this defendant in favour of the 36th defendant. This defendant has assigned the property in possession in favour of 32nd defendant. He is not in possession of any property belonging to the Stanom at present.

14. The 43rd defendant has filed a written statement. This defendant has got a lease in respect of 1000 acres. He has paid Rs.12, 000/- by way of premium. He has effected improvements in the property. The lease in favour of this defendant is valid and binding on the Stanom. The plaintiff is not entitled to question the lease in favour of this defendant. In any case, he is entitled to value of improvements.

15. The 44th defendant has filed a written statement supporting the contentions made in the written statement of the 1st defendant and the contentions made in the written statement of defendants 31 and 32. The plaintiff is not entitled to any relief against this defendant. The leases mentioned in the plaint are not liable to be set aside. The plaintiff is not entitled to partition.

16. The 45th defendant has filed a written statement adopting the written statement of defendants 1, 31, 32 and 44.

17. The 47th defendant has filed a written statement. This defendant is the daughter of the 1st defendant. She is entitled to a share in the properties left by the 1st defendant. She is not liable for costs.

18. Defendants 48 and 49 have filed a joint written statement. These defendants are children of the 8th defendant. They are entitled to shares along with other members of the tarwad.

19. The 50th defendant has filed a written statement. This defendant is not a necessary party to the suit. This defendant is in possession of a portion of Attappady Malavaram as lessee under one Gopalankutty Menon. Gopalankutty Menon was in possession of vast areas in Attappady Malavaram as lessee under deceased 1st defendant. The plaintiff is not entitled to question the validity of the possession of this defendant. In any case he is entitled to value of improvements.

20. The 51st defendant has filed a written statement. This defendant has purchased the leasehold right of a portion of Attappady Malavaram from one Komu Menon. A portion of that property having an extent of 90 acres has been taken assignment by this defendant in favour of third parties. This defendant has taken assignment of the leasehold right over portions of Attappady Malavaram from 31st defendant. This defendant is entitled to fixity of tenure over the properties in his possession. He has spent over Rs.50,000/- for improving the properties. The plaintiff is not entitled to any relief against this defendant.

21. The other defendants remained ex parte.

22. The following issues were framed for trial:-

- 1) Whether the suit is bad for partial partition ?
- 2) Are the plaintiffs and defendants 1 to 30 members of a common tarwad?
- 3) Is the suit barred by reason of O.S.51/1944 ?
- 4) Is the plaintiff estopped from contenting that there is a tarwad composed of the plaintiff and defendants 1 to 30 ?
- 5) Are the rights of the tarwad, if any, barred by limitation and adverse possession ?
- 6) Is the suit barred by Article 142 of Limitation Act ?
- 7) Have the defendants 1 and 2 acquired the right by prescription to possession and ownership of the suit properties ?
- 8) Is the Act XXXII of 1955 ultra vires of the Madras Legislature ?
- 9) Whether the suit is bad for partial partition ?
- 10) Have the plaintiffs and defendants 3 to 30 waived their rights over the Stanom properties after partition in 1945 ?
- 11) Is the suit repugnant to the provisions of the Marumakkathayam Act as stated in the written statement ?
- 12) Is the Act 32 of 1955 repugnant to Articles 251 and 254 of the Constitution ?
- 13) Whether Act 32 of 1955 is applicable to intermingling, etc. happened beyond 1932 ?
- 14) From what date are these Stanoms to be deemed a tarwad even if Act 32/1955 is made applicable ?
- 15) Whether there has been a vacancy in Elaya Stanom ?

- 16) Whether there has been a fusion and intermingling of properties of the Stanom and tarwad properties as alleged by the plaintiff or as contemplated in Act XXXII of 1955 ? **(P-10)**
- 17) Was there any valid Karar in 1066 as alleged in the plaint and even if so, is it enforceable ?
- 18) Have plaintiff and defendants 3 to 30 any right, customary or otherwise, to maintenance out of the Stanom properties
- 19) Are the provisions of Act 32 of 1955 applicable to the Stanoms of defendants 1 and 2 ?
- 20) What is the correct rate of income ?
- 21) Are the transactions impugned in paragraph 11 of the plaint valid, beneficial and binding on the Stanoms and the tarwad of the plaintiff ?
- 22) Is the mortgage transaction for Rs.18, 000/- executed in favour of 31st defendant valid and binding and are the plaintiff and defendants 3 to 30 entitled to question its validity ?
- 23) Is the court-fee paid correct ?
- 24) What are the correct metes and bounds of the properties ?
- 25) What are the movables to be partitioned ?
- 26) Are defendants 31 to 35 in possession of any Stanom properties ?
- 27) Whether the suit is bad for misjoinder of parties ?
- 28) What if any, are the various reservations and equities to which the parties are entitled ?
- 29) What if any, are correct shares to which the sharers are entitled ?
- 30) What are the assets and liabilities to be partitioned ?
- 31) Whether the properties partitioned as per O.S.51 of 1944 are to be included in this suit as is contented by the 2nd defendant ?
- 32) In the event of partition what are the arrangements for the management of the temple ?
- 33) Are the properties liable to be partitioned ?
- 34) Whether defendants 1 and 2 are liable to account in case of partition ?
- 35) Is the suit not maintainable for any of the orders mentioned in the written statement of defendants 1 and 2
- 36) Is the suit maintainable for all or any of the reasons alleged in the written statement ?
- 37) Is the claim based upon the Madras Marumakkathayam (Removal of Doubts) Act sustainable in view the fact that the said Act has been declared as ultra vires by the Supreme Court ?
- 38) Is the claim based upon the Hindu Succession Act, Section 7 (3) sustainable for all or any of the reasons mentioned in the Written Statement ?
- 39) Is the plaintiff entitled to claim any share, in view of the Kerala Act 28 of 1958, which has modified and amended Section 7 (3) of the Hindu Succession Act ?
- 40) Is the plaint amended as per the directions in I.A.163/60 ?

- 41) Is the plaintiff entitled to claim alternative reliefs on two causes of action and is not the suit bad for misjoinder of causes of action ?
- 42) Is Section 7 (3) of the Hindu Succession Act of 1956 repugnant to Article 19 and 31 of the Constitution ?
- 43) Is the 2nd defendant liable to account ?
- 44) What are the number of shares to which the properties to be divided, if the partition suit is maintainable ?
- 45) Are the alienations impugned bad for all or any of the reasons alleged in the plaint ?
- 46) Is the plaintiff or any other party entitled to impugn these alienations ?
- 47) Are the documents executed in favour of defendants 31, 32 and 36 sham documents as alleged ?
- 48) Is the claim against defendants 31 and 32 maintainable, without a prayer for possession and payment of court fee for the same ?
- 49) Is 1st defendant or his legal representatives liable to account ?
- 50) Is the plaintiff entitled to get any relief in respect of the two schools and devasoms mentioned in the plaint ?
- 51) Is the plaint bad for non-joinder of necessary parties ?
- 52) Is the suit property valued for purposes of court fee and jurisdiction ?
- 53) What, if any, are the liabilities to be reserved ?
- 54) What, if any, are the equities and reservations, which the parties are entitled to ?
- 55) What if any are the mesne profits to which each of the parties entitled?
- 56) Is the court fee paid correct ?
- 57) Proper order as to costs ?
- 58) Has the plaintiff any cause of action against 50th defendant ?
- 59) Is the 50th defendant liable any relief claimed in the plaint ?

23. *O.S. 1 of 1960* :-- This suit is filed by defendants 1,31,32,44,45 and 46 in the other suit against the members of the tarwad for a declaration that the will executed by the 1st plaintiff in the suit in favour of plaintiffs 2 to 6 on 10-7-1958 is valid and binding on the properties of the Stanom and for a permanent injunction restraining the defendants from collecting the income from the Stanom properties and for a mandatory injunction directing the defendants to hand over possession of all the properties of the Stanom, movable and immovable to the plaintiffs. The plaint allegation are as follows:-- The properties in the plaint schedule belonged in jenm to the Stanom of the Mannarghat Mooppil Nair. The 1st plaintiff became the Mooppil Nair in 1940. Ever since that year he has been in possession and enjoyment of the Stanom properties. Until 22-12-1956 the Stanom character of the properties or the right of the 1st plaintiff to hold or enjoy the same was never questioned. On 22-12-1956 the 3rd defendant filed a suit O.S.65 of 1956 for partition. The 1st plaintiff has filed a written statement in that suit. It has been well settled that a Stani succeeds to the Stanom properties as the heir of the deceased Stani. The decisions which have held that the Stanom properties are not alienable are no longer good law in the light of the Privy Council decision in A.I.R. 1948 P.C.47. With the passing of the Hindu Succession Act (Act 33 of 1956) the 1st plaintiff is perfectly competent to

alienate the properties of the Stanom. The 1st plaintiff has accordingly executed a will on 10-7-1958 whereby he has bequeathed the plaint schedule properties among other properties to plaintiff 2 to 6. The will has been registered on 11-7-1958. Since the character of the properties and the right to dispose of them by will are questioned by defendants in O.S.65 of 1956 it has become necessary for the plaintiffs to obtain a declaration that the 1st plaintiff has power to dispose of by will the plaint schedule properties and (P-12) that the will executed by him is valid and binding on the properties. Regarding Malavaram belonging to the Stani, with the execution of a portion of the Malavaram the remaining portions are in the possession of tenants. After the death of 1st plaintiff, the defendants are attempting to get possession of the Malavaram from tenants. They have no right to do so. It is, therefore, just and necessary that the plaintiffs should be granted the relief asked for.

24. The 1st defendant has filed a written statement contending that suit is not maintainable. The position of law stated in the plaint is not correct. The 1st plaintiff was bed-ridden for a long time prior to his death. He was not in a position to write or sign papers. The 1st plaintiff has not signed the plaint or the vakalath in this suit. The suit is fraudulently brought by the other plaintiffs. The 1st defendant has filed an additional written statement. The plaintiffs are not entitled to any relief as against this defendant. This defendant is in possession of the properties as the succeeding Stani.

25. The 3rd defendant has filed a written statement contending that the suit is not maintainable in law. The suit is brought by the other plaintiffs without the consent and knowledge of the 1st plaintiff. He was incapable of signing any papers. The 1st plaintiff had lost all his physical and mental powers long prior to his death. The position of law stated in the plaint is not correct. The 1st plaintiff had no testamentary capacity to execute a will. The plaintiffs are not entitled to any relief. The 3rd defendant has filed an additional written statement contending that the plaintiffs are not entitled to recover possession of the properties of the Stanom on the strength of the alleged will.

26. Defendants 4,6,7, and 8 have filed a joint written statement supporting the contentions of other defendants. The plaintiffs are not entitled to the relief claimed in the plaint.

27. The 5th defendant has filed a written statement making similar contentions as the other defendants.

28. The 18th defendant has filed a written statement adopting the written statement of the 3rd defendant.

29. Defendants 23 and 24 have filed a joint written statement making similar contentions as other defendants.

30. The 31st defendant has filed a written statement making similar contentions as other defendants. The 1st defendant has lost his mental capacity about 2 years prior to

the filing of the suit. He was not mentally sound when the will is alleged to have been executed. The proceedings under the Lunacy Act were pending in the District Court from 1957 onwards. The will is a false one. Plaintiffs are not entitled to any relief.

31. The other defendants remained ex parte.

32. The issues are:

- 1) Whether the plaint and vakalath have been signed by the 1st plaintiff ?
- 2) Whether the suit as framed is not maintainable in law ?
- 3) Whether the 1st plaintiff was competent in law to execute a will in respect of the Stanom properties ?
- 4) Whether the will alleged in the plaint is true and genuine ? **(P-13)**
- 5) Whether the 1st plaintiff had testamentary capacity at the time he is alleged to have executed the will ?
- 6) Whether the will set up in the plaint is valid and binding on the plaint schedule properties ?
- 7) Whether the suit is barred by Section 42 of the Specific Relief Act ?
- 8) Whether the 3rd defendant is entitled to compensatory costs under Section 35-A, Civil Procedure Code ?
- 9) What is the proper order as to costs?
- 10) Whether the plaintiffs are entitled to the injunction prayed for ?
- 11) Whether the plaintiffs are entitled to recover the Kalams or the movables ?
- 12) Whether the suit is abated by Section 42 of the Specific Relief Act ?

Additional

33. The parties will be referred to in this judgment according to their ranks in O.S. 65 of 1956.

34. *Issue No. 2 in O.S.65 of 1956:-* The suit is for partition of properties of the Mannarghat Moopil Stanom. The persons who are entitled to be Stanis come from Marumakkathayam tarwad. There are two Stanoms called the Mooppil Nair Stanom and the Elaya Nair Stanom attached to the tarwad. The origin of these two Stanoms is lost in antiquity. The two Stanis are styled as ca86jam[and 466jam[respectively. The properties of the respective Stanoms were in the exclusive possession and enjoyment of Stanis from time immemorial. The eldest male member of the Kunnathat Matambil tarwad becomes the Mooppil Nair who is styled as Chathunnaman and the next seniormost male member in age becomes the Elaya Nair who styles himself as Ekkunnaaman. Besides the properties attached to the Stanom, the Kunnathat Matambil tarwad has got its own properties. The member of the tarwad the moment he becomes the Stani ceases to be a member of the tarwad. He has no longer any rights in the tarwad properties. He becomes a separate and distinct entity from the tarwad. The properties of the tarwad was managed by the seniormost female member who is styled as Amma Nethiar. On the date on which the present suit was filed the 1st defendant was the Mooppil Nair and the 2nd defendant was the Elaya Nair.

35. O.S. 51 of 1944 on the file of this Court was filed for partition and separate possession of the properties of the tarwad. Those properties were divided as per the final decree passed in that suit. The present suit was filed for partition of the Mooppil Stanom and the Elaya Stanom properties. The immovable properties of the Mooppil Stanom are described in the plaint B schedule. The immovable properties of the Elaya Stanom are described in the plaint D schedule. The movables of the Mooppil Stanom are described in plaint E schedule. The plaint D schedule was subsequently amended as D-1 schedule. The F schedule contains the amounts lying in Court deposits and due to the Mooppil Stanom on account of land acquisition proceedings. The plaintiff originally prayed for partition of all these properties. The suit was filed soon after the Madras Marumakkathayam (Removal of Doubts) Act, Act 32 of 1955, was passed. It was therefore alleged in the plaint that there was mingling of the Stanom and the tarwad properties and that therefore under the provisions of that Act all the Stanom properties should be deemed to have belonged to the tarwad of the plaintiffs and defendants 1 to 30. Pending suit the Madras Marumakkathayam (Removal of Doubts) (**P-14**) Act 32 of 1955 was declared as ultra vires and unconstitutional by the Supreme Court in *Kochunni v. State of Madras and Kerala* (A.I.R. 1960 Supreme Court 1080).

36. The Hindu Succession Act (Central Act 30 of 1956) came into force on 18-6-1956. The 1st defendant died on 3-1-1960. The plaint was therefore amended claiming partition under the provisions of the Hindu Succession Act. Plaint C and E schedules which were the properties of the Elaya Stanom were deleted from the plaint since the Elaya Nair is still alive and a claim for partition cannot be made in respect of the Elaya Stanom properties under the Hindu Succession Act. The present suit is for partition plaint B, D-1 and F schedule properties.

37. Some of the members of the tarwad have died pending suit. Some were born after suit. The plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 are the present members of Kunnathat Matambil tarwad who claim shares in these properties. In the event of partition the right of these persons to shares in these properties is not disputed. Their relationship, except regarding the members who were born subsequent to the filing of the suit, is shown in the genealogical table given as plaint A schedule. Defendants 31, 32 and 44 to 47 are the wife and children of the 1st defendant who died pending suit. The other defendants are the alienees, the alienations in favour of whom are disputed in the plaint. Under the Hindu Succession Act the share of the 1st defendant must be deemed to have devolved on his personal heirs if the plaintiff succeeds in proving that the suit for partition is maintainable. These facts are not disputed. I hold this issue accordingly.

38. ISSUE Nos. 1 and 9 in O.S.65/1956:- Several contentions were raised against the claim for partition, but most of the contentions are now material because at present the suit is based on the provisions of the Hindu Succession Act. These issues were raised on the ground that the tarwad had properties and that therefore the present suit brought for dividing the Stanom properties alone is bad as one for partial partition. It was also contended that some of the Stanom properties were omitted from the plaint. But these

contentions are not now pressed. I hold, therefore that the suit is not bad as one for partial partition.

39. ISSUE No.3 in O.S.65 of 1965:- It was contended that by reason of the fact that tarwad properties were divided as per the final decree in O.S.51 of 1944 and since it was admitted in that suit that the properties in that suit alone were the properties which belonged to the tarwad, it is now contended that the present suit is barred by reason of the decree passed in that suit. But in view of the fact that the present claim is based on the Hindu Succession Act, no question of any bar arises. I hold, therefore, that the suit is not barred by reason of O.S.51 of 1944.

40. ISSUE No.4 in O.S. 65 of 1956:- It was originally contended that on account of the disruption in status effected under O.S.51 of 1944 the plaintiff is estopped from contending in the present suit that there is a tarwad comprised of the plaintiff and defendants 1 to 30. This contention is not now available in view of the Hindu Succession Act. This issue is found accordingly.

41. ISSUES Nos. 5,6 and 7 in O.S.65 of 1956:- It was contended that the suit was barred by limitation on account of the fact that when the Stani ceased to be a member of the tarwad as soon as he became the Stani and the Stani having been in possession of the properties for more (P-15) than 12 years the suit for partition brought by the members of the tarwad was barred by limitation. This issue is not material in view of the provisions contained in the Hindu Succession Act. The suit is not barred by limitation or adverse possession. These issues are found accordingly.

42. ISSUE Nos. 8 and 12 in O.S.65 of 1956:- The suit was originally filed under the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1955). The Act was held to be unconstitutional by the Supreme Court in the decision *Kochunni V. States of Madras and Kerala* (A.I.R. 1960 Supreme Court 1080). Since the claim is not now based upon that Act, these issues do not arise.

43. ISSUE No. 10 in O.S.65 of 1956:- It was originally contended that by reason of the partition decree in O.S. 51 of 1944 the members of the tarwad must be deemed to have waived their rights over the Stanom properties. In the present context this issue does not arise.

44. ISSUE No. 11 in O.S.65 of 1956:- Since the suit is now based under the Hindu Succession Act, this issue does not arise.

45. ISSUE Nos.13 to 19, 31 and 37 in O.S.65 of 1956:- All these issues were framed when the claim for partition was made under the Madras Marumakkathayam (Removal of Doubts) Act. Since the present claim is based solely on the Hindu Succession Act, these contentions were not raised at the time of trial. I hold, therefore, that these issues do not arise in the present context.

46. ISSUE Nos.38, 39 and 42 in O.S.65 of 1956:- This question which has now to be considered is whether the plaintiff is entitled to claim partition of the Mooppil Sthanom properties under the provisions of the Hindu Succession Act. The Hindu Succession Act came into force on 18-6-1956. The 1st defendant who was the Mooppil Stani died on 3-1-1960. Section 7 (3) of the Hindu Succession Act states that notwithstanding anything contained in sub-section (1) when a Stanomdar dies after the commencement of this Act the Stanom property held by him shall devolve upon the members of the family then living and the sharers falling to the members of his family and the heirs of the Stanomdar shall be held by them as their separate property. The explanation to that sub-section states that for the purpose of this sub-section family of the Stanomdar shall include every branch of the family whether divided or undivided, the male members of which would have been entitled by any custom or usage to succeed to the position of the Stanomdar if this Act had not been passed. It is clear from a reading of this section that when a Stani dies after the coming into force of the Act the Stanom as such ceases to exist and the properties attached to the Stanom devolve on the members of his family and on the heirs of the Stani as stated in the Section. The notional partition contemplated in the Section would show that the share which the Stani would have obtained under such partition should go to his personal heirs. The position, therefore, is that each of the members of the tarwad would be entitled to a share and the share of the 1st defendant would go to his personal heirs.

47. The claim of partition based on this Act is attacked by the 2nd defendant who would be entitled to become the next Mooppil Nair is the Stanom continued to exist on several grounds. The first ground is that Section 7 of the Hindu Succession Act itself is unconstitutional. Soon after (P-16) the death of the 1st defendant the present 2nd defendant filed O.P. No.1121/60 before the High Court of Kerala for a declaration that Section 7(3) of the Hindu Succession Act is unconstitutional and ultra vires being violative of Articles 14 and 19 (1)(f) of the Constitution. This application was dismissed by the High Court on 7-3-1962. A certified copy of the order of the High Court in that O.P. is marked as Exhibit A-111. A Writ Appeal was filed before the High Court on 21-10-1963, and the decision has been reported as *Moopil Nair V. Union of India and others* (1963 K.L.T. 1089) The constitutionality of the Act has therefore been established.

48. It is next contended that the Hindu Succession Act is applicable only to those properties in respect of which the last Stani had power to dispose of by will and the Stani not having had the right to dispose of Stanom properties by will, Section 7 of the Hindu Succession Act is not applicable to the Stanom properties. On a careful reading of the relevant provisions of the Act it is not possible to accept the contention. Section 7 (3) of the Act is clear on the point. It does not exclude any Stanom from its purview. There is no distinction made between different kinds of Stanom. It cannot be disputed for a moment that the properties in the suit are the Stanom properties which are attached to the Stanom of the Mooppil Nair of Mannarghat. In these circumstances, the Act applies to the present Stanom also.

49. It is next contended that the claim is opposed to the provisions of the Stanom Properties (Assumption of Temporary Management and Control) and Hindu Succession (Amendment) Act (Kerala Act 28 of 1958). The Act came into force on 12-5-1958. It provides for the assumption of the management of Stanoms which are hit by the Hindu Succession Act under certain conditions. Section 27 of the Act effects an amendment to sub-section (3) of section 7 of the Hindu Succession Act. As amended by this Act, sub-section (3) of Section 7 reads thus:-- "Notwithstanding anything contained in sub-section (1) when a Stanomdar dies after the commencement of this Act the Stanom property held by him or by her shall devolve upon the members of the family to which the Stanomdar belonged and the heirs of the Stanomdar as if the Stanom property has been divided per capita immediately before the death of the Stanomdar among himself or herself and all the members of his or her family and the heirs of the Stanomdar shall be held by them as their separate property." The explanation to this sub-section as amended runs thus:-- "For the purpose of this sub-section the family of the Stanomdar shall include every branch of that family whether divided or undivided, the members of which would have been entitled by any custom or usage to succeed to the position of Stanomdar if this Act had not been passed." It is obvious from the amendment that it is intended to bring within the provisions of the Act some of the Stanoms in Malabar in which the seniormost female member of the tarwad is entitled to be the Stani. The Act as it originally stood did not mention about the female Stanis. The amendment is intended to bring those female Stanoms also within the purview of the Act. But the learned counsel for the 2nd defendant has built up an argument in his favour on the basis of this amendment. His contention is that the word "male" has been omitted from the explanation to sub-section (3) of Section 7. The result is that Sub-section (3) of Section 7 will be applicable only to those Stanoms to which both male and the female members would have been entitled by any custom or usage to succeed to the position of Stanomdar if this Act had not been passed. In the present Stanom on the male members of the family are entitled to become Stanis. The female members have (P-17) no right to become Stanis. It is therefore contended that the effect of Section (3) of the Hindu Succession Act absolutely been taken away so far as the Stanoms in Malabar are concerned unless both the female and the male members are entitled to become Stanis according to seniority. It may be noted that there is no Stanom in Kerala where the seniormost among the male and female members are entitled to become Stani. In the Stanoms of Kerala either the seniormost male or female member of the tarwad is entitled to attain the Stanom. The effect of giving to the section the interpretation which is sought to be placed by the learned counsel for the 2nd defendant will be to take away all the Stanoms in the State from the purview of Section 7 of the Hindu Succession Act. Obviously the Legislature had no such intention.

50. The intention of the legislature as is clear from the amendment is only to make the Act applicable to the female Stanoms also. The intention was to extend these cope of the Act rather than to curtail it. Even on the plain meaning of the amended section it has to be stated the expression, "members of which would have been entitled to any custom or usage etc." would indicate that it may be either a male and female members would have been entitled to succeed to the position of the Stanomdar. On a proper interpretation of the Section, it is clear that is enough if wither the seniormost male member or the seniormost female member is entitled to succeed to the position of the Stanomdar by

custom or usage obtaining the Stanom for bring the Stanom within the purview of Section 7 (3) of the Hindu Succession Act. I hold, therefore that the Act is applicable to the present Stanom. For these reasons, on issue No.38 I hold that the claim based on Section 7 (3) of the Hindu Succession Act is sustainable. On issue No.39 I hold that the plaintiff is entitled to claim a share in the Stanom properties under Section 7 (3) of the Hindu Succession Act as amended by Kerala Act 28 of 1958. On issue No.42, I hold that the High Court has held that the Hindu Succession Act is not repugnant to any of the provisions of the Constitution.

51. ISSUE No.40 in O.S.65 of 1956:- It is not shown how the defendants can contend that the plaint has not been amended as per the directions contained in I.A.163/60. The contention is based on the fact that the claim made under the Madras Marumakkathayam (Removal of Doubts) Act is still retained in the plaint. But a paragraph has been added claiming partition under Hindu Succession Act. On the basis of that claim the properties of Elaya Stanom have been deleted from the plaint. In these circumstances I hold that the plaint has been amended as stated in I.A.163/60.

52. ISSE No.41 in O.S.65 of 1965:-- It is contended that since the partition is claimed under two Acts, the suit is bad for misjoinder of causes of action. Since the claim is now solely based on Section 7 (3) of the Hindu Succession Act, I hold that there is no substance in this contention.

53. ISSUE Nos.27 and 51 in O.S.65/56:- It is not shown how the suit is bad for misjoinder of parties, I hold that the suit is not bad for misjoinder of parties.

54. ISSUE Nos.36 in O.S.65/56:- In view of my finding on the other issues, I hold that the suit for partition is maintainable in law.

55. ISSUE Nos. 21,22,45,46 AND 47 in O.S.65/56:- These issues which relate to the alienations made by the 1st defendant can be con-(P-18)-sidered together. The alienations specifically disputed are described in paragraph of the plaint. It is further stated in paragraph 12 that since all the relevant documents are with the 1st defendant, the plaintiff is not in a position to set forth in detail all the documents which have been created by the 1st defendant and that it is later on discovered that there are other alienations and documents which are not binding on the estate the plaintiff should be permitted to include them also in this paragraph and to amend the plaint suitably. The plaint has not subsequently been amended including new transactions. In paragraph 11 besides the documents mentioned as (a) to (o) the plaintiff has also questioned the validity of a possessory mortgage deed executed by the 1st defendant in favour of the 31st defendant. There is dispute between the parties regarding the capacity of the Stani to make alterations and to grant leases in respect of Stanom properties and the right of the present plaintiff to question the validity of those transactions. Reliance is placed on the decisions in *Ittirarichanunni v. Kunjunni* I.L.R. 21 Madras 144) and *Kadamban v. E & S. Joint Co-operative Society* (A.I.R.1946 Madras 199) in support of the position that a Stani in Malabar is a person who represents the estate for the time being and it is open to him to make a lease of forest lands to a term of years and the mere fact that the lease is intended to hold good after his lifetime will not invalidate it.

On the strength of these decisions it is contended that it is within the powers of a Stani to grant leases beyond 12 years. Ordinarily Stani or the Karanavan of a Malabar tarwad cannot grant leases for periods of more than 12 years in the ordinary course of management. In the present case most of the leases are for the periods far in excess of 12 years. The question, therefore, arises as to whether these leases can be held to be valid and binding on the estate as leases in the ordinary course of management. The decisions cited above do not support the position that a Stani is entitled to grant leases for the periods exceeding 12 years in the ordinary course of management. In *Kadamban v. E & S. Joint Co-operative Society* a lease for 48 years was upheld by the Madras High Court on account of the special circumstances that the property covered by the lease was a wasteland and the lease was granted for the express purpose of converting the wasteland into an estate. It was ultimately found that the lease was beneficial to the Devaswom on whose behalf it was granted by the then trustee. It is difficult to accept the general proposition that it is within the ordinary powers of a Stani to grant leases for the periods of more than 12 years. The decision do not support that position.

56. The nature of powers of a Stani are discussed on pages 258 to 260 of Sundara Iyer's Malabar law. The position of a Stani in relation to the properties of the Stanom is that of a childless Hindu widow. It can no be argued for a moment that the Stani has got unrestricted powers of alienation and lease in respect of Stanom properties. In *Prabhakaran Thampian v. Chami Mannadiar* (1956 (M.L.J.289) it was held that the position of a Stani in Malabar is analogous to that of a childless widow under the Hindu law. Both have life estate and both represent the estate of inheritance for the time being and both have disposing power only to a limited extent. The alienation made by one Stani which is not supported by legal necessity or benefit to the Stanom will not be binding on his successor and if possession has passed into the hands of the alienee in pursuance of such alienation the succeeding Sthani will be entitled to recover possession forthwith from the alienee. It is clear from the position discussed in the decision last cited that the powers of alienation of a Stani are similar to those of a childless widow and that in any case the Stani has no right to alienate properties which are in excess of the powers of a Karanavan of an ordinary Malabar tarwad. It has been held in *Narayanan Nair v. Kesava Menon* (A.I.R. 1948 Madras 361) that if long term lease of a valuable forest land is granted (P-19) by the Karanavan for a insignificant rent under the guise of a reclamation lease, the lease is not a lease at all but a different transaction which is certainly not within the powers of the Karanavan who is not competent to bind the tarwad by such transactions. It has been held in *Mohammed and others v. Ramakrishna Iyer and others* (1958 K.L.J.577) that Section 33 of the Madras Marumakkathayam Act does not confer a charter on the Karanavan to mismanage the tarwad. The position of law stated above has long been established. In *K.P. Kallyani Amma v. K.P. Govinda Menon* (I.L.R. 35 Madras 648) it was held that a Karanavan could not make alienation for such a long period as 60 years in the absence of special necessity or special benefit. Such alienation cannot be held good for a portion of the term, that is, the usual period of 12 years, as it will have the effect of creating new contracts between the parties.

57. It is clear from what is stated above that so far as alienations like sale, mortgage, etc., are concerned the transaction should be supported by necessity or benefit. Leases beyond 12 years can be supported only if they are of special benefit to the Stanom. The documents mentioned in the plaint have to be examined with reference to the position of law stated above.

58. Before proceeding to consider the documents in detail, it is necessary to dispose of another contention raised by the learned counsel for the contesting defendants. It is argued that under Section 7 (3) of the Hindu Succession Act a notional partition must be deemed to have taken place just before the death of the Stani and the members of the tarwad being persons who claim under Section 7 (3), cannot have any right to question the alienations made by the 1st defendant. The argument is that a partition must be deemed to have already taken place before the 1st defendant died. The parties must therefore be deemed to get only a share in the properties subject to all the alienations which had taken place prior to the date of the notional partition. In any case a succeeding Stani alone can question the transactions entered into by his predecessor. It is therefore argued that by reason of the notional partition the members of the tarwad cannot be deemed to have obtained any right to question the validity of the alienations and leases made by the 1st defendant. I am not able to accept the argument. The notional partition is provided in Section 7 (3) only for the purpose of determining the shares of the parties who would be entitled to shares in the event of the death of the Stani. The notional partition does not in any way restrict the rights of the persons who succeed to the Stanom properties under the Act to question the validity of the transactions which are affected beyond the powers of the last Stani. The persons who succeed under Section 7(3) are in the same position of a succeeding Stani and all the rights which are available to the succeeding Stani under the law are available to those who succeed to the Stani under the law are available to those who succeed to the Stani under Section 7(3) of the Hindu Succession Act. This position has already been made clear in the decision of the High Court in Exhibit A-111 and in the decision in MOOPIL NAIR v. UNION OF INDIA (1963 K.L.T. 1089).

It is next contended that in the Stanom properties (Assumption of Temporary Management and Control) and the Hindu Succession (Amendment) Act Of 1958 (Act 28 of 1958) there is an explanation to Section 27 which states that the devolution of Stanom properties under sub-section (3) and their division among members of the family and heirs must not be deemed to have conferred upon them in respect of immovable properties any higher rights than the Stanidar regarding eviction or otherwise as against tenants who were holding such properties under the Stani. It is argued on the basis of this explanation that by reason of the succession (**P-20**) under the Hindu Succession Act the members of the tarwad do not get any right to question the validity of the leases which it was not in the powers of the deceased Stani to question. I am not able to accept the contention that this explanation precludes the heirs under the Hindu Succession Act to question the validity of the transactions which were beyond the powers of the Stani. The decisions already cited would show that such alienations can be ignored by the succeeding Stani and he can resume possession of the properties. If that was the position in law when the Hindu Succession Act came into force, the right to question the alienations must be deemed to have passed to

the persons who succeed to the estate under the Hindu Succession Act. The Explanation to Section 27 of Kerala Act 28 of 1958 only provides that the successors to the Stanom will not get any further right which was not available to the Stani regarding leases, etc., and does not place any restriction on the right of the successors to the Stanom to question the transactions made by the Stani beyond his powers.

60. It is next contended that granting leases is the only mode of enjoyment of the vast forest area which is owned by the Stanom and that if the Stani has granted leases even for more than 12 years that has to be supported on the ground that there is no other mode of enjoyment of this forest areas which are in the possession of the Stani. In most of these leases what has been done is that a premium is taken and the lease is granted for a long period stipulating a small rent per acre. It is argued that by the payment of the premium which is not refundable by the Stani under any circumstances, the Stani gets approximately the value of the trees in the properties. The trees are cut by the lessees and lessees develop the properties into plantations. It may be noted that in most of these leases the Stani does not get any advantage on account of the development of the property into an estate. The premium fixed is very low and the tenant gets the right to claim value of improvements in respect of the trees which grow in that area after cutting. He can cut trees periodically for 48 years. When the property is claimed back by the Stani he has to pay the value of the timber standing in the property whether planted by the tenant or grown naturally at the market rate. The position is that it would be impossible for the Stani to recover possession of the properties. These facts are admitted by D.W.2 vide page 63 of his deposition. It cannot be argued for a moment that except by granting this kind of leases there is no other mode of enjoyment of the forest. It is difficult to understand why licenses for cutting trees alone cannot be granted without the right to be in possession of the properties for long periods like 40 and 48 years. Reliance is placed on Exhibits B-94 to B-99, B-165, B-166, B-58 and B-87 to show that previous Stanis were also granting similar leases and that this was the general mode of enjoyment of the vast area of Malavaram belonging to the Stanom. Some of the alienations are made by the 1st defendant himself and they are not disputed in the plaint. No doubt, these documents show that the previous Stanis and the 1st defendant had granted leases for periods of more than 12 years. The succeeding Stanis did not question those leases. That circumstance does not lead to the conclusion that this was the only mode of enjoyment of the forest area. It has to be noted that the forest area belonging to the Stanom extends to over 1½ lakhs of acres. The area covered by the leases granted by the previous Stanis is comparatively small. The Stanom has been in existence for centuries. If all the Stanis had been granting leases like those which are questioned in the plaint which cover thousands of acres the vast forest area would not have been in the possession of the Stanom at all. The very fact that the alienations mentioned above are the solely transactions which the defendants are able to point out as alienations granted by the previous Stanis during the past and the further (P-21) fact that the 1st defendant assumed the Stanom extensive forest areas were in the actual possession of the Stanom and that the 1st defendant was able to lease out thousands of acres of forest area during the period of his tenure would indicate that granting leases of this kind was not the usual manner in which the previous Stanis were enjoying this forest area. **I hold therefore, that the leases for more than 12 years cannot be supported on this ground.**

61. The leases are also attacked under the Madras Preservation of Private Forests Act (Madras Act 25 of 1949) Under Section 3 of the Act no owner of any forest shall without the previous sanction of the District Collector sell, mortgage, lease or otherwise alienate the whole or any portion of the forest. The section further provides that any alienation made on or after 16th August 1946 in contravention of the above clause shall be null and void. So a lease granted without complying with the provisions contained in this Act will also be void. The position with reference to each lease in the light of the discussions now made will be considered later.

62. All these transactions made by the 1st defendant are also attacked on the ground that the 1st defendant soon after he attained the position of the Stani fell ill and was not mentally in a sound disposing state. It is argued that he was completely under the undue influence of his wife, the 31st defendant, and his elder son, the 32nd defendant, and that he was prevailed upon to execute these documents in favour of his wife and children and others under the undue influence of defendants 31 and 32. The 1st defendant became Stani in 1940. He died in 1960. The present suit was filed in 1956. There is also another ground of attack. Some of the transactions were entered into subsequent to the filing the suit. The contention is that all transactions pending suit should be deemed to be not valid and binding on the estate. But that contention is not available to the parties to this suit because the right to succeed arose only on account of the death of the 1st defendant and in view of the provisions contained in the Hindu Succession Act. The suit was originally filed under the Madras Marumakkathayam (Removal of Doubts) Act which was held to be unconstitutional by the High Court. The plaint was amended under Section 7 (3) of the Hindu Succession Act after the death of the 1st defendant in 1960. So the transactions which were made pending suit and before the death of the 1st defendant cannot be attacked on the principle of LIS PENDENS.

63. On the question as to whether the 1st defendant was in a sound and disposing state of mind when he is alleged to have executed these documents, reliance is placed by the plaintiff on Exhibit A-1. Exhibit A-1 is a medical certificate issued by the Honorary Assistant Surgeon of the Government Hospital, Palghat on 3-4-1944 stating that the 1st defendant was suffering from chronic rheumatic pains and that he was a chronic invalid not fit to travel or stand and that therefore he should be exempted from court attendance. Exhibit A-2 is the deposition of the present 1st defendant when he was examined in O.S.475/1943 on commission on 11-7-1944. Exhibit A-3 is a blank paper signed by the 1st defendant and sealed with the Stanom seal. Exhibit A-4 is a similar blank vakalath form. It is contended on the strength of these documents that the 1st defendant was a chronic invalid who was incapable of doing anything and that he used to sign and give blank papers to the 31st defendant who was creating documents on such papers and that therefore these documents cannot be said to have been validly executed by the 1st defendant. Exhibits A3 and A4 were got from the private box of the 31st defendant during the inventory. Though a certificate appears to have been issued in 1944, the deposition of (P-22) the 1st defendant would indicate that he was not a person who could not understand anything and that he was mentally defective. Under these circumstances, these documents cannot be

said to prove that the 1st defendant was mentally unsound and was not in a position to understand what he was doing.

64. After the present suit was filed the present 5th defendant filed O.P.31 of 1957 before the District Court, Palghat, under the Lunacy Act for declaring that the 1st defendant was a lunatic and for appointment of a guardian for him. Exhibit B-56 is the certificate issued by the District Medical Officer of Palghat under the directions of the District Judge. The certificate is dated 20-7-1957. The doctor has stated in the certificate that he examined the 1st defendant on the 12th, 16th, 18th and 19th of July 1957. Regarding the intelligence of the patient he has certified that his answers to the questions put to him were relevant and material and that his intelligence was fairly normal for a person of his age. Regarding abnormality noted by the doctor during the examination he has stated that the doctor followed the 1st defendant to the temple when he went there for worshipping the deity in the evening. It is stated in the certificate that after the 1st defendant was engaged in fervent and loud prayers for some time he began to utter some meaningless words pointing to the deity. Considering all those circumstances, the doctor has ultimately certified that his examination did not reveal signs or symptoms pointing to unsoundness of mind. The irrelevant utterances referred to in the certificate from the temple were attributable to early senile changes which some times occur in some cases with advancing age. The certificate does not prove that the 1st defendant was a person who was incapable of understanding anything in 1957. Most of impugned documents were executed prior to 1957.

65. It would appear that the District Court had directed that the 1st defendant should appear personally before the District Judge to enable the District Judge to decide O.P.No.31 of 1957. That order was passed after the District Court received the certificate of the District Medical Officer. The 1st defendant was taking time on several occasions on the ground of illness. The 1st defendant ultimately died and the O.P. happened to be dismissed. In view of the clear statement made by the District Medical Officer in the certificate it is not possible to come to the conclusion that the 1st defendant was mentally unsound during any period except perhaps for a few days prior to his death.

66. The evidence given by P.W.1 regarding this matter cannot be accepted because admittedly P.W.1 was not getting on well with the 1st defendant ever since the suit was filed in 1956. In the circumstances, the evidence given by P.W.1 that he had occasion to go and see the 1st defendant and that the 1st defendant was not behaving in the usual manner on those occasions and that therefore the 1st defendant must be deemed to be a person of unsound mind at lease since 1944 does not appear to be acceptable. The 1st defendant has executed several documents since 1944. Some of those documents are not questioned. At any rate, no sufficient evidence has been adduced to prove that the 1st defendant was not in a sound state of mind since 1944. D.W.2 who was the manager of the office of the Stani for some time and D.W.6 who is the Doctor who was attending on the 1st defendant have given evidence to the fact that the 1st defendant was of sound mind until perhaps a few days prior to his death. I am not, therefore, able to accept the contention that all the documents executed by the 1st defendant must be deemed to have been executed

without knowing what he was doing and under the undue influence of defendants 31 and 32. (P-23)

67. Some of the documents impugned are in favour of the wife and children of the 1st defendant. The documents are attacked also on the ground that they are not supported by consideration and that the consideration recited in those documents are not real. The question as to whether the consideration was paid for those documents will be considered as and when each document is considered.

68. DOCUMENT No.(a) IN THE PLAINT:-- With the above discussion of the position of law, I shall now proceed to consider the documents one by one. Document No. (a) in paragraph 11 of the plaint is Exhibit B36 dated 5-5-56. It is a lease granted by the 1st defendant in favour of his son the 32nd defendant. The purpose of the lease is to enable 32nd defendant to mine mica from the property. The rent stipulated is Rs.50/- per year payable to the 1st defendant and another sum of Rs.50/- payable to the wife of the 1st defendant. The wife of the 1st defendant is made a party because the property comprised in this document are portions of the properties comprised in the lease granted in favour of 31st defendant. The lease is granted for a period of two years. If the mining operations prove to be a failure the lessee is given the option surrender the property. It may be noted that the total extend covered by this document comes to about 1500 acres. It would appear that the 32nd defendant was not much enthusiastic about starting the mica mining operations. Exhibits B37, B38, B39 and B41 would show that though permission was obtained by the 32nd defendant to start mining operations practically nothing was done. Exhibit C2 is the Commissioner's report regarding the extent of operations conducted by the 32nd defendant. In spite of the fact that the tenant is expected to surrender possession of the property if he was not prepared to do mining operations, the 32nd defendant has not done so. The position, therefore, is that the 32nd defendant is able to keep possession of over 1500 acres of forestland for a nominal rent of Rs.100/- per year. There is no doubt that the 32nd defendant should surrender possession of this lease. The fact that no mining operations worth its name has been done in the property is admitted by the D.W.2. **In these circumstances I hold that the document No.(a) mentioned in the plaint can no longer be taken as a lease that is valid and binding on the estate. The document is liable to be set aside. The partition has to be effected ignoring this lease.**

69. DOCUMENT No(b) IN THE PLAINT:-- **This document is Exhibit B28 dated 23-7-1950. This is a lease granted in favour of defendants 32, 44 and 45 who are the children of the 1st defendant. It is for a period of 48 years.** The purpose of the lease is to clear the forest and to plant the area with rubber, tea, coffee, spices, cotton, paddy, millets, etc. The lessees are granted permission to plant fruit bearing trees like coconuts, areca nuts etc. The premium mentioned in the document is Rs.10, 000/-. The rent stipulated is Rs.5/- per acre. The properties comprised in the schedule to this document are stated to be 2000/- acres. It is situated in the Attappady forest area. The boundaries given in the document take in an area of 16 square miles. From these 16 square miles the lessees are permitted to survey and demarcate 2000 acres and to take possession of the same. This lease is attacked on several grounds. The first ground is that the

Collectors permit under the M.P.P.F. Act was not obtained for granting this lease. That fact is admitted by D.W.2 on pages 51 to 69 of his deposition. There is no definite evidence to show that the premium was actually paid by the lessees to their father who was the lessor. **It has not been proved that on the date of Exhibit B28 the lessees had the means to pay the premium. It is further seen that one of the lessees has issued receipts showing payment of rent vide Exhibit A101. (P-24)**

70. The argument advanced in support of this lease is that the 2nd defendant who is the next succeeding Stani has attested this lease deed. But it is contended that the 2nd defendant was prevailed upon to do so because the 2nd defendant was indebted to the 31st defendant. Exhibits A16 and A17 would show that the 2nd defendant was indebted to the 31st defendant. No doubt, Exhibits A16 and A17 are subsequent to Exhibit B28. But there is sufficient indication in these documents which would show that the 2nd defendant was colluding with the 31st defendant and her children. At any rate, the fact that succeeding Sthani has attested an improvident lease does not make the lease valid and binding on the estate. **Judged by the tests stated above, this document cannot be stated to be one which is valid and binding on the estate. I hold, therefore, that the lease has to be set aside and ignored and the partition has to be effected free of transactions.**

71. *Document No. (c) in the plaint* :-- The document is marked as Exhibit A24. It is a licence for cutting trees from 20, 000 acres of forest area granted in favour of the 32nd defendant for a period of 10 years. The consideration for this document is Rs.7500/-. Of this amount Rs.5000/- was paid on the date of document. It is contended that the balance was never paid. On page 58 of Exhibit A22 there is an entry which shows that the sum of Rs.5000/- was received by the Stani and spent by him. D.W.2 has spoken regarding this lease on pages 87 to 91 of his deposition. The period of the licence has now expired. It cannot be started that D.W.2 has proved that the consideration was paid by the 32nd defendant to the Stani. D.W.2 has further stated that trees worth Rs.80,000/- have been cut from this property. It is common case that this transaction is only a licence. Under the circumstances it may not be necessary to set aside this document. But it is contended that the 32nd defendant should be made liable to account for the trees cut under this licence. That cannot be done that it is within the powers of the Stani to grant licences for cutting trees. Under the circumstances, no question of accounting arises. The licence right in respect of a portion of the property appears to have been assigned by the 32nd defendant in favour of the Nair Service Society under Exhibit B26. The Nair Service Society has cut trees from the property. D.W.2 has spoken about this on page 91 of his deposition. This transaction cannot be upheld. The division has to be effected ignoring the licence.

72. *Document No.(d) in the plaint*:-- The document is in favour of the 33rd defendant. The 33rd defendant has not contested the suit. **This is a lease for 48 years. The lease is therefore invalid. The lease is liable to be set aside. The partition has to be effected ignoring this lease.**

73. *Document No. (e) in the plaint*:-- The document, Exhibit A91 is a lease in favour of the 34th defendant for 100 acres. The rent stipulated is Rs.3/- per acre. The

premium is Rs.6/- per acre. The period of the lease is 36 years. The area covered by the boundaries is several square miles from which the tenant is directed to take 100 acres after preparing a plan. No plan appears to have been prepared. It is not known which portion of the area covered by the boundaries the lessee is in possession. There is no pleading by any of the defendants stating that Exhibit A91 is a valid lease. The 34th defendant appears to have assigned this property in favour of the 35th defendant. In the written statement of the 35th defendant this lease is not supported. Exhibit A27, which is the ledger for the year, shows that only a sum of Rs.400/- was paid by way of premium. From the above discussion it is clear that this lease cannot be supported. **The lease has to be set aside. The members of the tarwad are entitled to repudiate the lease and claim partition ignoring the lease.**

74. *Document No. (f) in the plaint:--* This document is Exhibit B-149 dated 24-6-1956. It is in favour of 35th defendant. It is in respect of 2001 acres. The premium is Rs.15,000/-. The rent stipulated is 4 annas per acre. The period of lease is 48 years. On page 65 of Exhibit A35 there is an entry showing payment of Rs.13000/- way of premium. The balance does not appear to have been paid. The witness examined in respect of this lease is D.W.3 who is the General Secretary of the Nair Service Society. He has admitted that he has no personal knowledge regarding the lease and the lease was negotiated by his predecessor in office. The area from which this 2001 acres are directed to be taken as given in the schedules in the document covers several square miles. It is admitted that the lease would become valid only when 2001 acres are surveyed and occupied. For a long time no survey appears to have been conducted. A plan was produced in Court on 5-8-1966. That is Exhibit B-153. It is significant to note that the written statement is silent about this plan. Though D.W.3 stated that the plan was prepared immediately after the lease was granted, Exhibits B-174 to B-192, B-154 and A110 which are the Administration reports of the Nair Service Society show that no amount was spent for the survey operations immediately after the lease. It is significant to note that in Exhibit B-177 which is the Administration Report for the year 1956-57 no amount appears to have been spent for survey operations. Even before preparing the plan, Exhibits B-155 to B-159, which are permits for felling trees from this area appear to have been obtained and large scale felling of trees done by the Society. It is also significant to note that the plan Exhibit B-153 does not bear the seal of the Stanom. The only reasonable explanation that can be given is that the seal of the Stanom was taken into custody by the inventory Commissioner on 22-12-1956 and the seal was not available subsequent to that date. **Though there is a signature of the 1st defendant in this plan the signature is very much different from the admitted signatures of the 1st defendant. There is, therefore every reason to believe that this plan was prepared long after the filing of the suit and most probably after the 1st defendant died. There is no reasonable explanation given for producing the plan only in 1966. The Administration Reports would indicate that the plan must have been prepared only long after the 1st defendant died and probably sometime before it was produced to support the claim made by this defendant in the suit. At any rate, the lease cannot be supported and the parties to the suit are entitled to repudiate the same. The lease is liable to be set aside. I hold, therefore, that the partition must be effected ignoring this lease.**

75. DOCUMENT NO.(G) IN THE PLAINT:-- This is a lease in favour of the 36th defendant for 1000 acres. The period of the lease is 48 years. The 36th defendant died pending suit and his legal representatives were not impleaded as parties to the suit. The suit has therefore abated against the legal representatives of the 36th defendant. This lease cannot be set aside and the partition has to be subject to this lease.

76. DOCUMENT NO.(H) IN THE PLAINT:-- This lease is for 2000 acres in favour of the 37th defendant. The 37th defendant was the kariasthan of the estate. The 37th defendant is stated to have obtained the lease benami for the 31st defendant. Nobody is claiming this leasehold at present. No plan is produced in respect of this lease. **The lease is for 24 years. The lease cannot therefore be supported. I hold, therefore, that (P-26) this lease has to be set aside and that the parties are entitled to partition ignoring the lease.**

77. DOCUMENT NO. (I) IN THE PLAINT:-- This is a licence in favour of the 38th defendant for cutting trees from 2000 acres in Attapady Malavaram. The licence is within the competence of the Stani and cannot be set aside. **At any rate, the period of the licence has expired and the partition has to be effected ignoring the licence.**

78. DOCUMENT NO. (J) IN THE PLAINT:-- This is a lease for 48 years in favour of the 39th defendant. The 39th defendant has not contested the suit. **Since the lease is for 48 years, the lease has to be ignored as the 1st defendant was not competent to grant the lease. The lease is liable to be set aside.**

79. DOCUMENT NO. (K) IN THE PLAINT:-- This is in favour of the 40th defendant for a period of 48 years. The 40th defendant has not contested the suit. **At any rate, the lease has to be set aside since it is beyond the competence of the 1st defendant. I hold accordingly.**

80. DOCUMENT NO. (L) IN THE PLAINT:-- **This is a lease of forest area for 24 years granted in favour of the 41st defendant. The 41st defendant has not contested the suit regarding this lease. This document also cannot stand in the light of the observations made above. The partition has to be effected ignoring this lease.**

81. DOCUMENT NO. (M) IN THE PLAINT:-- **This is a lease for 48 years in respect of forest area in favour of the 42nd defendant. The 42nd defendant has not contested the suit regarding this lease. The lease has, therefore, to be set aside for the purpose of this partition.**

82. DOCUMENT NO. (N) IN THE PLAINT:-- This is a lease in favour of the 43rd defendant for 48 years. The document is Exhibit B-170. The lessee examined himself as D.W.4. The premium for this lease is Rs.12, 000/- which appears to have been paid in two installments of Rs.2000/- and Rs.10, 000/- respectively. There are relevant entries at pages 232 and 237 of Exhibit A 28. **There is no case that a plan was prepared in respect**

of the area leased. The boundaries cover a vast area from which a portion was allowed to be taken. From what has been stated above, this lease has to be set aside. I hold accordingly.

83. DOCUMENT NO. (O) IN THE PLAINT:-- **This is a lease in favour of 37th defendant for 800 acres. The document is Exhibit A-88. This right is now claimed by defendants 31 and 51.** It is contended that the 37th defendant was benami for the 31st defendant as per Exhibit B167. The 31st defendant has assigned 600 acres from out of that in favour of 51st defendant under Exhibit B-164 for a consideration of Rs.25, 000/-. No schedule is produced in respect of this lease. The area covered by the boundaries is extensive. It is not known in what portion of that extensive area the property which is alleged to have been leased is situated. No reason is given for not producing a plan. The explanation given by D.W.2 regarding this lease on pages 70 to 72 of his deposition is not acceptable. The assignment by the 31st defendant in favour of the 51st defendant is pending suit. The 51st defendant examined himself as D.W.5. **His contention that he was not aware of the suit and that he purchased the property bonafide cannot be accepted. At any rate this (P-27) lease cannot be upheld. It is liable to be set aside and the partition has to be effected ignoring this lease.**

84. Besides these leases, some other transactions are also questioned by the plaintiff. One such transaction is the possessory mortgage; Exhibit A-9 dated 8-7-1954 for Rs.18, 000/- executed by the 1st defendant in favour of the 31st defendant. It is contended that this document was executed without any consideration and that even assuming that any consideration was paid the document was not supported by family necessity or benefit. It may be noted in this connection that at the time when the 1st defendant married the 31st defendant, the 31st defendant had no properties at all. Exhibit A-48 is the partition deed in the family of the 31st defendant. She got very little of property under that partition deed. The fact that the tarwad of the 31st defendant was not in affluent circumstances is clear from the evidence of D.W.2 at pages 40 to 47 of his deposition. Some properties were acquired in the name of 31st defendant after the 1st defendant married her. These acquisitions are evidenced by exhibits B-131 to B-137. It is significant to note that most of these documents were taken after the 1st defendant became the Stani. It is also significant to note that in Exhibit A-8, which is the day book maintained by the Stanom, the considerations paid for some of the acquisitions made in the name of the 31st defendant are entered. In these circumstances, it is alleged that the 31st defendant is not likely to have paid the consideration for Exhibit A-9 and that the consideration shown in Exhibit A-9 is false. The 31st defendant has not been examined to prove that she has paid consideration for this document. D.W.2 who was examined could not substantiate the contention that a sum of Rs.18, 000/- was paid by the 31st defendant to the 1st defendant. There is no evidence to prove that the document is supported by consideration.

85. It is not known for what purpose the sum of Rs.18, 000/- was borrowed by the 1st defendant from the 31st defendant. Exhibit A-27 is the ledger for the 1952-53. There are entries showing the amounts paid into the hands of the 1st defendant during that year. The account further shows that there were large amounts by way of surplus in the hands of

the 1st defendant during the relevant period. That fact is seen from Exhibit A-34 also which is the ledger for the year 1953-54. In 1953-54 itself more than Rs.40, 000/- appears to have been received by the 1st defendant by way of income from the estate. Exhibit A-46 is a ledger for 1954-55 and that shows that during that year also large amounts were received by the 1st defendant by way of income from the Stanom properties. In these circumstances no necessity for borrowing a sum of Rs.18,000/- from the 31st defendant can be stated to have been established. The fact that the transaction is highly injurious to the Stanom can be seen from the document itself. The mortgage takes in extensive paddy lands in the possession of tenants. The mortgagee is entitled to collect 1955 paras of paddy. The purappad payable is only 395 paras of paddy. This leaves a balance of 1560 paras of paddy by the 60-nazhi para towards interest on the mortgage amount. Considering the price of paddy in 1954 the interest works out more than 35% per annum. D.W.2 at pages 79 to 86 of his deposition has stated that the tenants of these properties were not paying the rent regularly and therefore the mortgage was a profitable one to the Stanom. It is difficult to accept the contention that the mortgage of such valuable paddy lands for a comparatively low amount of Rs.18, 000/- without any necessity to execute such a document is a transaction which is beneficial to the interests of the Stanom. **The document has therefore to be set aside and the partition has to be affected ignoring this document.** (P-28)

86. The other document disputed by the plaintiff is Exhibit A-11. Exhibit A-11 is a lease of forest area having an extent of 600 acres for a period of 24 years in favour of the 31st defendant. The premium fixed is Rs.1200/-. The purpose of the lease is to cut trees and to cultivate the property. The rent stipulated is 8 annas per acre. The lease is dated 15-6-1951. The lease not expressly mentioned in the plaint. **In the plaint there is a prayer that if for any reason any lease which is liable to be set aside if not mentioned in the plaint on account of the fact that the plaintiff is not in possession of the documents of the estate, the plaintiff should be given the right to question such lease also. At any rate, Exhibit A-11 is a lease, which cannot be supported in law in view of the discussion made above. Prayer A in the plaint will cover this transaction also. Under the circumstances though Exhibit A-11 is not expressly mentioned in the plaint, it has to be held that this lease has to be set aside. I hold this point accordingly. The plaintiff will pay court fee regarding this lease if not already paid.**

87. Another transaction disputed by the plaintiff is Exhibits A-10. It is a munpattom deed dated 4-9-1956 in respect of a house situated in Palghat Municipality in favour of the 31st defendant. The house was fetching a rent of Rs.30/- per month, vide page 519 of Exhibit A-28. It is alleged that this house was in a dilapidated condition and the Palghat Municipality had issued notices Exhibits B-83 and B-84 directing that the building should be demolished as it was in a dangerous condition. Since the Stanom could not effect repairs to the house the 1st defendant is stated to have executed Exhibit A-10 in favour of the wife the 31st defendant. It is contended that Exhibits B-83 and B-84 are themselves false notices which do not contain the seal of the Municipality. Exhibit A-97 a communication received by P.W.1 has given evidence to the fact that on enquiries he learnt that Exhibits B-83 and B-84 were sent at the instance of the 1st defendant to make it appear

that the building was in a dilapidated condition. The 31st defendant has assigned her right in the property to her daughter, the 46th defendant, under Exhibit B-85. It is recited in Exhibit B-85 that the 46th defendant had spent considerable amounts for effecting repairs to the building. D.W.2 has spoken regarding this fact on pages 92 to 94 of his deposition. It is difficult to believe that the Stanom with its vast income was not in a position to find this small amount required for the purpose of effecting repairs to this house at Palghat. P.W.1 has stated that the house was not in a dilapidated condition as contended by the 31st defendant. Even the recitals contained in Exhibit B-85 would show that the repairs effected were not very considerable and beyond the means of 1st defendant. At any rate, this document is not supported by necessity or benefit and cannot be taken as valid and binding on the Stanom. I hold, therefore, that this document also has to be set aside. For the above reasons, on issue No.21 I hold that the transactions mentioned in paragraph 11 of the plaint are not valid and binding on the Stanom to the extent stated above. On Issue No.22 I hold that the mortgage transaction for Rs.18,000/- executed in favour of the 31st defendant is not valid and binding on the plaintiff and defendants 3 to 30 and that they are entitled to repudiate the same. I further hold that Exhibit A-10 is liable to be set aside. On Issue No.45 I hold that alienations impugned are bad for the reasons stated above. On Issue No.46 I hold that the plaintiff and other members of the tarwad are entitled to impugn these alienations. **On issue No.47 I hold that the documents executed in favour of defendants 31, 32 and 36 are sham documents which are liable to be set aside. (P-29)**

88. *Issue No.20 in O.S.65/1956* :-- This relates to the income of the properties for the purpose of mesne profits. The question of income will have to be gone into in the final decree proceedings. This issue is left open to be decided at the time of passing the final decree.

89. *Issue No.23,52 and 56 in O.S.65/1956* :-- These issues were considered by my learned predecessor and a finding was recorded on 9-12-1964. There was a Civil Revision Petition filed against the order as C.R.P. No.675 of 1965. As per the order dated 26-11-1965 that C.R.P. was dismissed. The finding recorded on these issues by my learned predecessor has, therefore, to be treated as part of this judgment. The court fee has been paid as directed in that order.

90. *Issue No.24 in O.S.65 of 1956* :-- **THE CORRECT METES AND BOUNDS OF THESE PROPERTIES HAVE TO BE DETERMINED AT THE TIME OF THE PASSING OF FINAL DECREE. THE PROPERTIES INCLUDE EXTENSIVE AREAS OF UNSURVEYED FORESTLANDS. IT IS NOT NECESSARY OR POSSIBLE AT THIS STAGE TO RECORD A FINDING REGARDING THE CORRECTNESS OF THE METES AND BOUNDS OF THE PROPERTIES. THIS ISSUE IS, THEREFORE, LEFT OPEN TO BE DETERMINED AT THE TIME OF PASSING THE FINAL DECREE.**

91. *Issue No.26 in O.S.65/1956* :-- **To the extent mentioned above, defendants 31 to 35 are in possession of the Stanom properties. I have held that the leases in their favour have to be set aside. Defendants 31 to 35 are, therefore, liable**

to surrender possession of the properties in their possession covered by the said leases for the purpose of dividing the properties. The issue is found accordingly.

92. *Issue Nos.28 and 54 in O.S.65/1956* :-- It is contended that since the lease in respect of the Stanom properties in favour of the various leases mentioned in paragraph 11 of the judgment have been found to be not valid and binding on the plaintiff and defendants 3 to 30, the improvements effected by them should be reserved in their favour and the value of improvements should be paid to those tenants. The finding recorded by me is that the leases were beyond the competence of the Stani. **Regarding the leases which are found to be not valid and binding on the Stani, it is clear that the Stani had absolutely no right to enter into such transaction with the lessees.** It cannot be argued for a moment that the lessees are entitled to claim value of improvement in respect of such leases. "Tenant" is defined in the Kerala Act 29 of 1958 as any person who as lessee, sub-lessee, mortgagee, or sub-mortgagee or in good faith believing himself to be a lessee, sub-lessee, mortgagee or sub-mortgagee of land, is in possession thereof. It cannot be contended that these lessees bonafide believed that they are lessees when they took these extensive areas on lease for long periods for small amounts. They cannot, therefore, be deemed to be bonafide tenants within the meaning of the Act. Even under Section 51 of the Transfer of Property Act they cannot be said to have bonafide effected improvements in these properties. It has been held in *Bimal Chandra v. Manmathanath* (A.I.R. 1954 Calcutta 346) that the transferor from whom he derived interest was absolutely entitled to the property and "good faith" includes a due enquiry. In *Nanjappa Gounden v. Peruma Gounden* (I.L.R.32 Madras 536) it has been held that good faith under Section 51 of the Transfer of Property Act is not necessarily precluded by facts showing negligence in investigating the title. So far as the lessees are concerned Act 29 of 1958 is clear that it is well settled that a tenant claiming improvements has to prove that he bonafide believed that he was entitled to effect improvements and to claim compensation from the landlord. The conditions (P-30) prescribed in the Act for enabling the tenant to claim compensation have not been established in this case. More over, the tenants in this case have realized huge amounts by cutting trees from the properties purported to have been leased. The boundaries given in these documents extend to several square miles. The tenants have actually cut trees from extensive areas which are not covered by the leases. The Stanom has incurred great loss on account these circumstances. It is not possible to hold that there was any bonafide in the transactions entered by the lessees with the Stani. It is doubtful whether the Act is applicable to lease of forest areas for cutting trees. I hold, therefore, that they are not entitled to any value of improvements. At any rate, though D. Ws. 2 to 5 have given some huge figures as the amounts invested by the tenants in these properties, they have not taken out commissions to show that those investments have been made. It is not even proved that there are improvements in these properties. It is admitted by these witnesses that they have indulged in large scale cutting of trees. **In these circumstances, I hold that these defendants are not entitled to reservation of the improvements in respect of these leases.**

93. Exhibit B-95 is a mortgage in favour of one Kammappa who is the 36th defendant in the suit. He died pending suit and his legal representatives have not been

impleaded. The 36th defendant assigned the mortgage right in favour of defendant 9 to 30 under Exhibit B-96. Exhibit B-95 is admitted to be valid and binding on the estate. The property in Exhibit B-96 has been exchanged with another property as per Exhibit B-97 executed by the 1st defendant. This right has to be reserved at the time of the partition in favour of defendants 9 to 30.

94. Exhibit B-1 is a mortgage executed by the late Moopil Nair in favour of the 4th defendant. That mortgage was renewed under Exhibit B-99 by the 1st defendant. This mortgage is not disputed. This mortgage also has to be reserved in favour of the 4th defendant at the time of the partition. Apart from these no other parties are entitled to any reservation. These issues are found accordingly.

95. *Issue No.25 in O.S.65 of 1956* :- This issue relates to the movables. The movables were taken custody of by the inventory Commissioner. As the description given by the inventory Commissioner in his list of the movables taken custody of by him did not agree with the description given in the plaint D schedule, the plaint D schedule was amended and the movables now claimed are described in the plaint D1 schedule. These movables admittedly include the movables which belong to the Devaswom owned by the Stanom. It is admitted that items 1 to 151, 270, 307, 326, 327, 328 and 378 to 382 belong to the Devaswom. These movables are, therefore, not available for partition. Item 375 is an elephant. Though there was dispute regarding that item, it is not admitted that item 375 in plaint D1 schedule belongs to Devaswom.

96. Items 242 to 254, 262 to 280, 292 and 331 to 344 are big vessels used for conducting feasts. These movables were taken into custody by the inventory Commissioner from the residence of the 31st defendant. The 31st defendant contends that these movables belong to her. It is on the other hand, contended by the plaintiff that these movables belong to the Devaswom and were being used at the time of conducting feasts in the temple on the Pooram day. It is not known how these movables were kept in the private residence of the 31st defendant. These movables have not been proved to belong to the Devaswom. Though P.W.1 has stated that the Devaswom movables were kept in the residence of the 31st defendant, (**P-31**) there is no circumstances established as to why they were so kept in the residence of the 31st defendant. D.W.2 stated that these movables were purchased by the 31st defendant for her private use. Since these movables were found to be in the custody of the 31st defendant at the time when they were taken into custody by the Commissioner, I hold that these movables belongs to the 31st defendant. They should be given to her and are not available for partition.

97. Item 314 is a silver vessel. This vessel is stated to have been purchased by the 31st defendant. Reliance is placed on an entry in Exhibit A108 to show that the vessel was purchased at the time when nvkrzklwM was performed in the temple in 1129 M.E. It is, on the other hand, contended by the 31st defendant that it was purchased by her as a fancy article. The article was taken from the custody of the 31st defendant. Exhibit A-108 does not conclusively show that this item was purchased with temple funds. In these

circumstances I hold that item 314 belongs to the 31st defendant exclusively and is not available for partition.

98. Two other items of movables which are in dispute are a car and a jeep which are items 82 in D schedule and 359 in Plaintiff D1 schedule. The registration certificates of these vehicles are not produced. It is admitted that the jeep was registered in the name of 31st defendant and the car was registered jointly in the names of 1st and 31st defendants. D.W.2 has given evidence on pages 120 to 125 of his deposition that the car and jeep belonged exclusively to the 31st defendant. But the plaintiff relies on Exhibit A-118 which is a file maintained in the Stanom office relating to the car belonging to the estate. They also rely on page 27 of Exhibit A-27, pages 28 to 30 and 126 of Exhibit A-34, page 29 of Exhibit A-46, page 313 of Exhibit A-31. These accounts show that amounts were being spent for the maintenance of the car and the jeep for the past several years prior to the death of the 1st defendant. It is therefore argued that the car and the jeep must be presumed to belong to the Stanom. The ownership of these vehicles has only to be determined with reference to the registration certificates.

99. Exhibit B-129 is a motor vehicle Insurance Policy relating to the jeep which was given to the 31st defendant. That shows that the jeep stood registered in the name of the 31st defendant. P.W.1 has admitted that he was the agent of the Insurance Company who effected this policy on the jeep. It is difficult to understand how P.W.1 can now say that the jeep belongs to the Stanom. The car has subsequently been sold away after the death of the 1st defendant. P.W.1 has admitted on page 124 of his deposition that the registration of the car stood in the name of the 1st defendant and 31st defendant jointly. It has not been established that the car belonged to the 1st defendant. I hold that the car and the jeep must be deemed to belong to the 31st defendant exclusively and are not available for partition.

100. There are two elephants mentioned as items 80 and 81 in D schedule. Item 80 admittedly belonged to the estate. The 31st defendant has claimed item 81. D.W.2 has given evidence regarding this point. There is no evidence to the contrary. I hold that item 80 in D schedule belong to the Stanom and is available for partition and that item 81 in that schedule belongs to the 31st defendant exclusively.

101. The other movables in the list were recovered from the residence of the 31st defendant. The Stanom has not established its claim on (P-32) those movables. I hold therefore that the other movables in the plaintiff D1 schedule except items of furniture taken into custody from the Stanom Office belong to 31st defendant exclusively and are not available for partition. The movables which are found to be available for partition will be produced at the time of partition by those who have taken the same on kychit. The movables belonging to the Devaswom will be delivered in accordance with the directions contained in this judgment. This issue is found accordingly.

102. ISSUE No.29 and 44 in O.S.65/1965:-- The shares are not disputed. Defendants 48 and 49 were born subsequent to the filing of the suit. But they were born

before the 1st defendant died. They are also entitled to shares. The properties are, therefore, to be divided into 33 shares. The plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 are each entitled to one share. The one share, which the 1st defendant had, should go to his personal heirs. The question as to who are the personal heirs of the 1st defendant will be discussed later on. Defendants 48 and 49 are children of the 8th defendant **They claim their shares jointly. The shares will be allotted accordingly and these issues are found as stated above.**

103. ISSUE Nos 30 and 53 in O.S.65 of 1956:- Regarding the assets it is not disputed that the immovable properties described in the plaint schedule and the house mentioned in the written statement of defendants 9 to 18 etc., belong to the Stanom. But regarding item 758 of the plaint B schedule, which is the Attappady Malavaram belonging to the Stanom, there is some dispute between the parties. It is stated in the plaint that Attappady Malavaram has got an area of 50, 000 acres. It is common case that Attappady Malavaram consists of Thazhe Malavaram, Pulikkal Malavaram, Poonchola Malavaram and Kanhirapuzha Malavaram. But it is contended by the 31st defendant and her children who have unauthorisedly kept possession of portions of these Malavarams that Thazhe Malavaram, Pulikkal Malavaram, Poonchola Malavaram and Kanhirapuzha Malavaram are not expressly mentioned in the plaint schedule and that therefore there is no suit for partition of those Malavarams. **It is difficult to understand how the 31st defendant and her children are entitled to make such a contention. They have absolutely no title over these Malavarams. They have unauthorisedly kept possession of portions of these Malavarams. They cannot set up any legal right by reason of their unauthorised possession. No question of limitation or adverse possession can arise because the title of the Stanom over those Malavarams is not disputed. The plaintiff will therefore be entitled to partition of these Malavarams which are portions of Attapady Malavaram and are known by that name.**

104. Regarding the movables, I have already indicated the movables which are available for partition.

105. Regarding the liabilities it is contended that the 1st defendant had kept large amounts by way of Central Income Tax and Agricultural Income tax in arrears. The authorities took proceedings to realize those amounts and the amounts were subsequently paid by the Receiver from out of Stanom funds. Exhibit A-100 is a statement filed by the Receiver showing the various amounts which were due from the estate. It is contended by the plaintiff that these amounts should be made a charge on the share of the 1st defendant and that the personal heirs of the 1st defendant should be directed to pay proportionate amounts to the other sharers. It is not possible to accept the contention of the plaintiff. The successors to the Stani can take the properties only subject to the liabilities. If a Stani had succee-(P-33)-ded the 1st defendant, the succeeding Stani could not have claimed the amounts paid by him from the wife and children of the late Stani. The liability was that of the Stanom and the heirs under the Hindu Succession Act cannot have a better right of succession than that of a succeeding Stani. Under the circumstances the Stanom is liable to pay the arrears of income tax and agricultural income tax which accrued due during the

lifetime of the 1st defendant, and the personal heirs of the 1st defendant cannot be made liable for those amounts. Those amounts are not, therefore, available for partition.

106. There are arrears of rent in respect of the properties outstanding. The 31st defendant and her children claim the right to collect the arrears upto 3-1-1960 on which date the 1st defendant died. The 31st defendant and her children cannot have any right to claim arrears of rent outstanding. It must go to the successors-in-interest of the Stani. Under the circumstances all arrears of rent outstanding and which have accrued upto 3-1-1960 and subsequently must be deemed to belong to the Stanom and must be treated as assets which are available for partition.

107. Another asset claimed by the plaintiff is a sum of Rs.50,000/- which was paid to the 2nd defendant. It would appear that when the 1st defendant died the 2nd defendant claimed to have resumed possession of the Stanom and began to collect income from the Stanom properties. The 31st defendant and her children also began to collect the income from the properties as the heirs of the 1st defendant. Their contention was that they had succeeded to all the Stanom properties under the will executed by the late Stani. C.M.P.231/60 was filed before the High Court for an order restraining the wife and children of the 1st defendant from collecting the income from the estate. The C.M.P. was filed in the High Court because at the time C.M.A.37/58 from a petition for appointment of Receiver was pending in the High Court. C.M.P.842/60 was also filed for the appointment of a Receiver. In the meanwhile the members of the tarwad entered into the Karar, Exhibit A-65 for the proper management of the Stanom properties. The 5th defendant was the President of that committee. In the meanwhile the plaint was amended under Section 7 (3) of the Hindu Succession Act. That amendment was allowed as per I.A.163/60. A Civil Revision Petition was filed against that order. The 2nd defendant had also filed O.P.1121/60 before the High Court. Pending these proceedings the management of the estate was in utter confusion. At that time a mediation was effected and P.W.2 who is a member of Nilambur Kovilakam and who is an advocate practicing in Manjeri bar, was appointed as manager to conduct the proper management of the Stanom properties by the consent of all parties. Exhibit A-68 is a letter written by 2nd defendant to P.W.2 regarding that matter. Exhibit A-69 is the authorisation letter signed by the members of the tarwad in favour of P.W.2. Under the agreement the 2nd defendant is stated to have agreed to relinquish his right of management in favour of P.W.2. But as a consideration for that he wanted a sum of Rs.55,000/- should be paid to him. It is also now contended that as a consideration for the relinquishment of the management the 2nd defendant wanted that 3000 acres of property should be given free to him over and above his share at the time of the partition. Regarding the agreement to give 3000 acres of property free to the 2nd defendant, no evidence has been let in. the 2nd defendant has not examined himself to prove the agreement. The evidence of D.W.1 (**P-34**) examined on his behalf does not establish the claim. That part of the contention is, therefore rejected.

108. Regarding the sum of Rs.55, 000/- which the 2nd defendant demanded as a consideration for relinquishment of the management by him in favour of P.W.2, it is admitted that Rs.50, 000/- was paid to the 2nd defendant. Exhibit A 70 is the voucher

executed by the 2nd defendant in favour of P.W.2, Though Rs.55, 000/- is mentioned as having been received by the 2nd defendant in Exhibit A 70, it is admitted that only a sum of Rs.50, 000/- was paid. It would appear that subsequently the 2nd defendant did not honour the contract. He began to collect the income from the properties. Though it had been agreed that the 2nd defendant should not draw the Land Acquisition amounts to the tune of about a lakh of rupees lying in deposit in the Palghat Sub Court, the 2nd defendant attempted to draw those amounts contrary to the agreement. Exhibits A-77 and A-78 are documents produced to show that the 2nd defendant had made attempts to draw the Land acquisition amounts from the Palghat Sub Court. The parties fell out. Though P.W.2 assumed management of the estate, letters terminating his management were sent by the 2nd defendant to P.W.2. Exhibits A-79 to A-81 are the letters which passed between the 2nd defendant and P.W.2 regarding that matter.

109. **In the meanwhile O.S.22/1961 was filed for restraining the 2nd defendant by permanent injunction from doing acts of management. O.S.5 of 1962 was filed by the 2nd defendant for restraining P.W.2 from doing acts of management. There were proceedings under Section 107 of the Criminal Procedure Code as M.C. Nos.6 and 7 of 1962. In the meanwhile I.A.289/1962 was also filed in this Court for the appointment of a Receiver. A Receiver was appointed by this Court to manage the properties.** These facts are not disputed.

110. It is now contended by the plaintiff that a sum of Rs.50, 000/- was paid to the 2nd defendant on the understanding that the amount should be adjusted against his share at the time of division and that the amount should be taken into account as an asset already allotted to him at the time of the partition. It is, on the other hand, contended by the 2nd defendant that this amount was given free to him without any liability to make good the amount or to get it adjusted against his share and that the plaintiff cannot claim any division regarding this amount.

111. No doubt, it is stated in Exhibit A-70 which is a voucher passed by the 2nd defendant for the amount received by him, that the amount was given free to him. But the document does not show that regarding this amount the 2nd defendant had any liability to account at any time. The circumstances under which this amount was paid to the 2nd defendant are spoken to by P.Ws 1 and 2. P.W.2 is an advocate practicing in the Manjeri bar. He is a member of a very rich and influential family in Malabar. His evidence can safely be relied upon because it is seen that at one time both the 2nd defendant and the other members of the family had absolute confidence in P.W.2. P.W.2 has stated that the agreement was that the sum of Rs.50, 000/- should be adjusted against the share to be allotted to the 2nd defendant and the amount was not given free as stated by the 2nd defendant. He has further stated that though that was the agreement the 2nd defendant stated in the voucher that it was given free to him. P.W.2 has further stated that even at the time P.W.2 had requested the 2nd defendant to issue a fresh voucher as the recitals contained in Exhibit A-70 did not comply with the conditions of the agreement. It is difficult to accept the suggestion that P.W.2 has given false (P-35) evidence regarding this matter. I have no hesitation in accepting the evidence of P.W.2 regarding this point. The 2nd defendant has

not examined himself to explain the circumstances under which the sum of Rs.50, 000/- was received by him. D.W.1 who was examined on the side of the 2nd defendant is a casual witness. He is the kariasthan of the Mana drawing a salary of Rs.50/-. He had gone there to receive some amounts which were due to the Mana from the 2nd defendant. It is difficult to believe that this kariasthan was present at the discussion which happened from inside the Pathayapura of the Stanom when the parties came to the agreement. I hold, therefore, that a sum of Rs.50, 000/- should be taken into account when allotting properties to the 2nd defendant. It should be treated as an asset which is also allotted to him.

112. The other assets are the land acquisition amounts remaining in court deposit in Palghat Sub Court and in this Court. There is no doubt that these amounts have to be divided as assets available for partition. On these issues I hold that the assets and liabilities to divided are as stated above.

113. ISSUE No.32 IN O.S.675 of 1956 :-- There are temples belonging to the Stanom. It is contended that a scheme for proper management of these temples should be framed in this decree itself. Though the temples have got properties the temples cannot be treated as assets of the Stanom. The member who is entitled to assume to Stanom becomes the trustee of the Devaswom. That is an age-long custom which cannot be stated to have been affected by any of the provisions of the Hindu Succession Act. The members of the tarwad cannot be deemed to have obtained any right to the Devaswom properties or over the management of the Devaswom by reason of the provisions contained in Section 7 (3) of the Hindu Succession Act. Under the circumstances, the custom prevailing in the family should prevail. I hold, therefore, that the seniormost member in the tarwad of the plaintiff and defendants 1 to 30 will get the right to manage the Devaswom and that no arrangement can be made for the management of the Devaswom. All the movables which are found to belong to the Devaswoms should be delivered over to the 2nd defendant by the persons concerned and the 2nd defendant can assume the management of all properties of the Devaswom. This issue is found accordingly.

114. ISSUE NO.33 IN O.S.65/1956:-- The Devaswom properties are not available for partition. I have indicated what are the properties available for partition. No further consideration arises under this issue.

115. ISSUE NO.34 and 43in O.S.65/1956:-- The 1st defendant has died and the Elaya Sthanom properties have been deleted from the plaint. I hold, therefore, that defendants 1 and 2 are not liable to account in the event of partition.

116. ISSUE NO.35 IN O.S.65/1956:-- I have already held that the suit for partition is maintainable. No further consideration arises on this issue.

117. ISSUE NO.48 IN O.S.65/1956:-- Court-fee has been paid for the relief of possession in respect of the properties which are covered by the leases impugned in this suit. The contention in the plaint is that the leases are null and void. But since possession

has passed to the lessees court-fee has been paid for recovery of possession. In these circumstances I hold that the claim against defendants 31 and 32 is maintainable.

118. ISSUE NO.49 IN O.S.65/1956:-- It is contended that the personal heirs of the 1st defendant should be made liable to account. It is (P-36) contended that they have made collections subsequent to the date of death of the 1st defendant and that they should be made liable to account for those amounts. There is no definite evidence to show that the personal heirs of the 1st defendant have made collections from the Stanom properties.

119. It is next contended that in respect of the licence for 20,000 acres in their favour they have cut trees worth several lakhs of rupees from the properties and that they should be made liable to account in respect of those amounts. I have already held that the licence is valid and binding on the estate. Therefore, no question of accounting will arise. It is not proved that the personal heirs of the 1st defendant have got any liability to account for the properties of the Stanom. Regarding the mortgage in favour of the 1st defendant which has now been set aside also it cannot be said that the 31st defendant has got any liability to account regarding the income from the properties in Exhibit A-9. But the 31st defendant has to account for the income in respect of the properties in Exhibit A-9 from the date of this preliminary decree. **The lessees have the liability to account for the income from the properties in their possession as lessees in respect of the leases which have been set aside under this decree from the date of this decree.** I hold that except to the extent indicated above the personal heirs of the 1st defendant have no liability to account. I hold that the 31st defendant and her children are liable to account to the extent indicated above. This issue is found accordingly.

120. *Issue No.50 in O.S.65 of 1956:--* This issue relates to two schools owned by the Stanom. The Stanom is said to own two schools. One in a lower primary school which is described as item 761 in the plaint B schedule regarding which there is no dispute between the parties and it is admitted to be a school belonging to the Stanom. The High School regarding which there is dispute between the parties is described as items 759 and 763 in the plaint B schedule. There are some National Savings Certificates which are tendered as security for the school which are described as items 384 to 387 in plaint D-1 schedule. The members of the tarwad claim the High School as belonging to the Stanom while the 31st defendant contends that the school belongs to her.

121. It would appear that the High School was originally situated in a property which belonged to the tarwad (not Stanom). The property was leased by the tarwad to the Stanom. Some other portions of the same property had been leased to strangers. The Stani purchased the tenancy right in respect of the remaining portion of the property also. In 1925 buildings were put up by the then Mooppil Nair with Stanom funds. The Stani was finding it difficult to conduct the High School. So for the proper management of the High School it was surrendered to the Malabar District Board in 1929. In 1935, for reasons not known, the District Board abolished the High School classes in this school. O.S.99 of 1941 was filed by the Stani against the District Board for directing the District Board to conduct High School properly. That suit was compromised. Under the compromise decree the

District Board surrendered the school to the then Stani. The 1st defendant got back possession of the School in his capacity as Stani. Litigations arose regarding the school property in the form of two suits, O.S.475/1943 and O.S.433/1944 in the Munsiff's Court of Perintalmanna. Exhibit A-37 is the certified copy of the judgment in those suits. Exhibit A-38 is the certified copy of the plan and report in the two suits. After those suits were disposed of, a society was formed with the 1st defendant as the head for the proper management of the school. The 1st defendant, 31st defendant, her children, the headmaster of the school and a clerk (**P-37**) were the members of that society. Exhibit B64 is the Memorandum of Association which was registered in 1960 after the death of the 1st defendant.

122. It is contended that the 31st defendant has spent about Rs.75,000/- for the construction of new buildings for the school and that, therefore, the schools belong to her. It may be stated at the outset that even prior to the construction of the buildings by the 31st defendant, there was school in existence. That school has not been transferred by the 1st defendant in favour of the 31st defendant by any document of title. Exhibits B-145 and B-146 which were the accounts of the 31st defendant, are produced to show that she has spent considerable amounts for constructing buildings for this school. D.W.2 has stated that the new buildings of the school were constructed at the expense of 31st defendant. It is contended on the basis of these documents that the school itself belongs to the 31st defendant. Reliance is also placed on Exhibit B-60, which is the assignment of the property by some of the members of the tarwad in favour of the 31st defendant for the benefit of the school. Exhibit B-65 is the order recognising the Society by the authorities after the death of the 1st defendant. Reliance is placed by the plaintiff on the document Exhibit B-173 which shows that permission was obtained for cutting trees for the construction of the buildings for the school. From what is stated above, there is no doubt that the school originally belonged to the Stanom. The question which has to be considered is whether the title of the school has been transferred in favour of the 31st defendant. There is no evidence to show that the title has been transferred in favour of the 31st defendant. Admittedly there is no document of title. The registration of a Society for the proper management of the school taking in the 31st defendant and her children as members thereof will not effect a transfer of the title to the school buildings and the compound in favour of the 31st defendant. The accounts produced by the 31st defendant have not been properly proved. The accounts cannot be said to be improbable that he would have spent amounts from the Stanom funds for the construction of the school buildings. Even assuming that the 31st defendant constructed some buildings for the school it cannot be said that she has derived title in respect of the entire school. The position, therefore, is that the school must be deemed to belong to the Stanom. I hold accordingly.

123. The question which has now to be considered is what is the arrangement that has to be made for the management of the school. There is already a Society which has been recognised by the authorities. The 1st defendant was the President of the Society. It would be rather injurious for the proper management of the school if the school is directed to be divided along with other properties. There is likelihood of the school being allotted to one of the members who may not be interested in conducting the school. In the

circumstances, it is directed that the school should not be taken as an asset to divided along with other properties. But it is held that the seniormost male member in the tarwad of the plaintiff and defendants 1 to 30 would be the person entitled to be the President of the Society formed for the management of the school and that he has for the right to get himself included as a member thereof from time to time. Regarding the other (P-38) members of the Society, the existing Society will have the right to decide as to who are to be the members and who all should continue to be the members of the Society. But the other members of the Society have no right to dispute the Seniormost male member from among the members of the tarwad of the plaintiff and defendants 1 to 30 from being President of the Society. If the seniormost member is not willing to be a member of the Society, the next anandiravan, and if he is not willing, the next below him, would be entitled to get himself included as the President of the Society. Regarding the L.P. School also the seniormost male member would be entitled to manage.

124. There are National Savings Certificates which are tendered as security for the School. The value of the certificate comes to Rs.20, 000/-. They are mentioned as items 385 to 388 in plaint D1 schedule. Originally the National Saving Certificates were purchased in the name of the 1st defendant. Those National Savings Certificate were taken by the 31st defendant on a kychit executed by her in favour of the Court. The National Savings Certificates were not produced subsequently, I.A.855/1964 was filed to cause the 31st defendant to produce the Certificates in court. But the 31st defendant produced certificates of the same value which were newly purchased in her name after appropriating the interest to the extent of Rs.8,000/-. The new certificates produced are in the name of the Society. Anyhow, since this is a matter which relates to the administration of the school it is for the Society to consider whether the 31st defendant has mis-appropriated the interest on the original certificates and if so make her produce the amount for the benefit of the school. Future administration of the funds will vest in the Society under the supervision of the Educational authorities. I do not think it is necessary to give any further direction regarding this school.

125. Regarding the Devaswom, I have already stated that the management has to vest in the seniormost male member of the tarwad of the plaintiff and defendants 1 to 30. No scheme of management can be framed for the reasons already stated. This issue is found accordingly.

126. ISSUE Nos.58 & 59 in O.S./1956:-- The 50th defendant was the kariasthan of the Attappady Malavaram under the Stanom. Even after the 1st defendant died he is alleged to have collected by way of rent large amounts from the tenants of the Malavaram. There is a prayer in the plaint that he should be made liable to account for the amounts which he has collected. The allegation is that he was in possession of the receipt books and account books and that misusing the receipt books he has collected amounts from tenants and issued receipts to them. Those receipt books and accounts books have not been produced by him. It is contended that by the 50th defendant that no relief can be claimed against him in the suit which is one for partition. But it has to be stated that the allegation in the plaint is that the 50th defendant is in possession of funds belonging to the estate which

are liable for partition. It has not been proved that the 50th defendant has rendered accounts to anybody after the death of the 1st defendant. Whether or not he has collected amounts from the tenants utilising old receipt books is a matter of evidence and which the plaintiff has to establish. Since that is a matter of accounting which cannot be gone into at this stage. The point has to be decided at the time of passing the final decree. The liability of the 50th defendant is restricted to the amounts which the plaintiff would be able to prove that the 50th defendant has collected from the tenants. I hold, therefore, that the plaintiff has got a cause of action against the 50th defendant. I further hold that the 50th defendant is liable to (P-39) account for the amounts which the plaintiff is able to prove that he has collected after the death of the 1st defendant. The quantum will be determined in the final decree proceedings. These issues are found accordingly.

127. Issue No. 55 in O.S.65/1956:-- **The question of mesne profits can arise only after the death of the 1st defendant. Soon after the 1st defendant died there was a committee formed to manage the properties. Then the management was vested in P.W.2. There is no definite evidence as to what extent the 2nd defendant had collected the income. P.W.2 has given away his accounts, cash etc. when he was discharged. Subsequently a Receiver was appointed and the receiver is now in management.** Though it is contended that the committee and the 2nd defendant should be made liable to account for the amounts collected by them, there is no definite evidence regarding the period during which these people were collecting the income and the extent to which they have made the collections. There is no use directing an enquiry regarding these points without definite allegations. In these circumstances I hold that apart from the liability to account which I have already stated, the parties are not liable for mesne profits.

128. Issue No. 57 in O.S.65/1956:-- Since the members of the tarwad have succeeded in the suit, costs of the plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 will come out of the estate. The other defendants shall bear their own costs.

129. ISSUE No.1 in O.S.1/1960:-- This is a suit for declaration that the will executed by the 1st defendant is valid and binding on the properties of the Stanom and for injunction. The will was executed by the 1st defendant giving away the properties of the Stanom in favour of his wife, the 31st defendant, the children of the 31st defendant and his child by the deceased elder sister of the 31st defendant, whom the 1st defendant had married, excluding the 47th defendant who is his daughter by his first wife. The will is a registered will which is marked as Exhibit B86. It is attested by a medical practitioner who was the family doctor of the 1st defendant and by the present 2nd defendant. The genuineness of this will is disputed by the 47th defendant. Regarding the suit itself it is contended that it was instituted without the consent and knowledge of the 1st defendant. According to the contention the 1st defendant was not in proper senses at the time when the suit was filed. It would appear that the suit was filed on 2-1-1960. The 1st defendant died on 3-1-1960. It would appear that the signature alleged to have been put by the 1st defendant on the plaint and the vakalath in the suit are very much different from other signatures in admitted documents. The signature of the 1st defendant in the plaint has not been proved. **The signature was sent for examination by the handwriting expert who has submitted the**

report Exhibit C1 in which the Hand Writing Expert has stated that it is not the signature of the 1st defendant. In these circumstances, I hold that the plaint and vakalath have not been signed by the 1st defendant who is the 1st plaintiff in the suit.

130. ISSUE No.2 in O.S.1/1960:-- The suit was foiled at the time when 1st defendant was alive. The suit was continued after the 1st defendant died by the other plaintiffs who are 31st defendant and her children. The suit is for a declaration that the will is valid and binding on the properties of the Stanom and for injunction. A suit for declaration that the will is valid, after the death of the 1st defendant is maintainable even assuming that the 1st defendant has not signed in the plaint. I hold therefore that the suit is maintainable.

131. ISSUE No.3 in O.S.1/1960:-- It is contended that the 1st defendant was not competent in law to execute a will in respect of the Sta-(P-40)-nom properties. In so far as the will is in respect of the undivided share which the 1st defendant will be entitled to under the Hindu Succession Act, the will has to be treated as valid. It is now contended that the will should be deemed to take in all the Stanom properties. Under the Hindu Succession Act a notional partition is contemplated prior to the death of the 1st defendant. The intention of the Legislature is to give a share to the personal heirs of Stani in respect of his share. Certainly the Stani has got the right to execute a will in respect of his undivided share to which he would be entitled. The will is not opposed to the provisions of the Hindu Succession Act. I hold, therefore, that the 1st defendant was competent in law to execute a will in respect of his share in the Stanom properties.

132. ISSUE No.4 in O.S.1/1960:-- It is next contended that the will is not a true one. It has to be pointed out that the will was executed on 10-7-1958 about 2 years prior to the death of the 1st defendant. The will was registered. Two attesters have signed the will. One of them is a doctor practicing in Palghat. He was examined as D.W.6. He stated that the 1st defendant executed the will in his presence. No doubt, the handwriting expert has stated that the signature in the will is not that of the 1st defendant. But the handwriting expert has not been examined as a witness. Therefore his report Exhibit C1 cannot be treated as conclusive regarding the matter. The endorsement of registration on the document shows that the will was signed by the 1st defendant in the presence of the Sub Registrar. D.W.6 is a respectable witness. He has stated that the will was executed by the 1st defendant in his presence. But it is contended that the other attester has not been examined. It is further contended that the D.W.6 has not stated that the other attester was present when the 1st defendant and D.W.6 signed the will. It is contended by the learned counsel for 47th defendant that on account of these circumstances the will cannot be stated to have been proved. Reliance is placed on the decision in *Sadachi Ammal v Rajadhi Ammal* (A.I.R. 1940 Madras 315). It is held therein that it lies on the profounders of the will not merely to prove the execution of the will in the sense that it was signed by the testator but also adduce evidence which removes suspicion and to satisfy the court that the testator knew and approved the contents of the will. The registration of the will is no proof of the capacity of the testator to make the will. In *Roda Framroze v. Kanta Berwandas* (A.I.R. 1946 Bombay 12) it is held that where a will duly signed by the testator was attested

by two witnesses not in the presence of each other but on different times on the acknowledgment of the testator of his own signature, the evidence of one of the attesting witnesses is not sufficient to prove the execution of the will. In *H. Venkitachala v. B.N.Thimmajamma* (A.I.R.1959 Supreme Court 443) it is held that all legitimate suspicions regarding the will should be completely removed from the mind of the Court before the document is accepted, as the last will of the testator. The question which has therefore to be considered is whether will is attested by a prominent doctor of Palghat and the Elaya Nair of the Stanom. The doctor has been examined as D.W.6. He has definitely stated that the will was signed by the 1st defendant out of his own free will in his presence. The will was registered on the next day. The 1st defendant appears to have signed the will in the presence of the Sub Registrar. The will was executed about 2 years prior to the death of the 1st defendant. There was no necessity for the beneficiaries of the will to fabricate a will like Exhibit B-86. These circumstances are sufficient (**P-41**) to dispel all doubts regarding the genuineness of the will. It has been held in *KRISHNA KUMAR v KAYASTHA PATHASHALA* (A.I.R. 1966 Allahabad 570) that nothing in Section 68 to 72 of the Succession Act makes it a necessary element in the proof of attestation that the signature of the attesting witnesses of a will should be identified and it is not permissible to add to the statutory requirements of the mode of proving it. It is not necessary that both the attesting witnesses should be examined. No doubt, D.W.6 was not asked a specific question as to whether the 2nd attester to the will was present at the time of when the 1st defendant signed the will in his presence. But this witness has given definite evidence that the will was signed in his presence by the 1st defendant. In these circumstances, there is no reason to doubt that the will is a fabrication. I hold therefore, that the will alleged in the plaint is true and genuine.

133. **ISSUE No.5 IN O.S.1/1960 :-** Regarding the testamentary capacity of the 1st defendant there is a dispute between the parties. It is contended that the 1st defendant was incapable of understanding what he was doing at the time when he executed the will and therefore he must be deemed to have lost his testamentary capacity long prior to the date of the will. There is no evidence to show that in 1958 the 1st defendant had lost his powers of understanding at any time prior to his death in 1960. D.W.6 is a doctor who was attending on him. He stated that he used to be called whenever the 1st defendant was suffering from any ailment. He has stated that the 1st defendant had proper testamentary capacity and that he was in a disposing state of mind at the time when he executed the will. Reliance is placed on *JOGESH SHAHA v. BHIKU SAU PARAMANAIAK* (A.I.R. 1924 Calcutta 512) in support of the contention that it is not enough if a testator was able to answer certain questions put in by a doctor as proof of testamentary capacity. Reliance is also placed on the decisions already cited in support of the position that the testamentary capacity of the testator should be proved in such a way as to dispel all doubts from the mind of the Court. Regarding this point, if the evidence of D.W.6 can be relied upon, there is no doubt that the 1st defendant must be taken to have had proper testamentary capacity as the time when he executed the will. The will cannot be stated to have been executed under suspicious circumstances. The will was attested by responsible persons and was registered on the next day. D.W.6 is a qualified doctor. No other circumstance to create any suspicion that the 1st defendant had lost his testamentary capacity at the time when he

executed the will has been established. I hold, therefore, that the 1st defendant had testamentary capacity at the time when he executed the will.

134. ISSUE No.6 IN O.S.1/1960 :-- The will is valid and binding on one share of the 1st defendant. The issue is found accordingly.

135. ISSUE No.7 and 12 IN O.S.1/1960 :-- It is not shown how the suit is barred by Section 42 of the Specific Relief Act.

136. ISSUE No.10 IN O.S.1/1960 :-- Since a Receiver has been appointed, no question of injunction arises in this suit.

137. ISSUE No.11 IN O.S.1/1960 :-- In the light of what has been stated above, the plaintiffs are not entitled to recover the Kalams, etc. mentioned in the plaint.

138. *Issue No.8 and 9 In O.S.1/1960* :-- In view of the circumstances pointed out above, I direct the parties to bear their own costs in this suit. (P-42)

139. **In the result, in the suit O.S.65 of 1956 a preliminary decree is passed for the partition of the properties in the plaint B, D1 and F schedule and item 80 in D schedule and the house mentioned in additional written statement of defendants 9 to 18 etc. into 33 shares and for allotment of one share each to the plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 and one share of the 1st defendant to defendants 31, 32 and 44 to 46 subject to the findings recorded above.** The costs of the suit will be as stated above. The parties are at liberty to apply for a final decree.

140. In O.S.1 of 1960 the plaintiffs are given declaration that the will is valid and binding on the share of the 1st defendant in O.S.65/56 alone. The other reliefs prayed for in the suit are rejected. The parties will bear their own costs in this suit.

Dictated to the Stenographer transcribed by him, corrected by me and pronounced in open Court, this the 30th day of November, 1966.

(Signed)

T.V. RAMAN
Additional Subordinate Judge.

PLAINTIFF'S WITNESSES.

1. K.C. Gopalanunni (Plaintiff)
2. Sri P.M. Thirumulpad.

DEFENDANT'S WITNESSES.

1. T.P. Raman Nair.

2. P. Govindankutty Panicker.
3. N. Parameswaran Pillai
4. Father K.C. Varghese
5. Sankarapa Gounden
6. Dr. C.V. Raman.

PLAINTIFF'S EXHIBITS:

A-1	3--4-1944	Medical Certificate issued by Dr. P.N. Menon to Thathunni Mooppil Nair.
A-2	11-7-1944	Certified copy of the deposition of Mooppil Nair in P.S.475 of 1943 on the file of the District Munsiff's Court, Walluvanad.
A-3	.....	Blank Paler with the seal and signature of the Mooppil Nair.
A-4	.....	Blank vakalath form signed by K. Thathunny Nair.
A-5	4--7—1952	Will executed by Thathunny Moopil Nair.
A-6	7-10-	Letter regarding arrangement of records.
A-7	26-10-1952	Copy of Inspection Report of the Schools by the Deputy Inspector of schools.
A-8	1116-1117 ME	Private account of the Mooppil Nair.
A-9	8—7—1954	Registered possessory mortgage deed executed by the 1 st defendant to the 31 st defendant.
A-10	4—9—1956	Registered munpattom deed executed by -do- -do-
A-11	5-6-1951	Registered Kychit executed by 31 st defendant to 1 st defendant.
A-12	15-5-1951	Registration copy of lease executed by 1 st defendant to 31 st Defendant.
A-13	20-3-1956	Promissory note executed by Pazhaniswami Chettiar to 31 st Defendant.
A-14	20-3-1953	Bank Receipt for Rs.4000/- issued to 31 st defendant. (P-43)
A-15	28-3-1956	-do- for Rs.3888/- -do-
A-16	13-8-1953	Promissory note executed by 2 nd defendant to the 31 st defendant.
A-17	22-1-1951	-do- -do-
A-18	24-11-1951	Bills (10 in number) issued by Francis Motor Works to the 1 st defendant.
A-19	23-6-1954	Registered Notice issued by Advocate K. Gopalan Nair to N. Gopalan Nair.
A-20	18-1-1956	Letter addressed to the 31 st defendant from Kerala Estate.
A-21	1950-56	Day Book for money and paddy.
A-22	1130-31	Ledger
A-23	1955-56	Day Book for money.
A-24	30-5-1955	Registered Kychit executed by 32 nd defendant to 1 st defendant.
A-25	1126-M.E.	Day Book relating to Pulikkal Kalam.
A-26	1127-1129 ME	Day Book relating to Vaniyampara Kalam.
A-27	1-4-52 to 31-3-53	Ledger.
A-28	1950-52	Day Book pertaining to money.
A-29	.....	Miscellaneous papers (17 in number)

A-30	24-6-1956	Registered Kychit executed by 35 th defendant to the 1 st defendant.
A-31	1952-53	Day Book
A-32	1955	Day Book
A-33	1955-56	Day Book
A-34	1-4-53 to 31-3-1954	Day Book
A-35	1956	Day Book
A-36	1955	Account Book containing accounts of the repairs to Erattakulam Kalam
A-37	29-7-1946	Certified copy of the judgment O.S.Nos.475/43 and 433/44 on the File of the District Munsiff's Court, Walluvanad.
A-38	January 1944	Certified copy of the Commissioner's plan in the above suit.
A-39	14-9-1956	Sammathapathram granted by the 1 st defendant to Bella Gowder.
A-40	-do-	Kychit executed by Bella Gowder to 1 st defendant.
A-41	15-9-1956	Registered Kychit executed by Ulahannan and others to 1 st deft.
A-42	-do-	Draft of a pronote by Ulahannan and others to 31 st defendant.
A-43	1129 M.E.	Thirattu for Erattakulam Kalam.
A-44	24-3-1951	Registered Kychit executed by Ref. Father K.C. Varghese to the 1 st defendant.
A-45	20-5-1943	Registered marupattakychit executed by K.V. Joseph to the 1 st defendant.
A-46	1-4-1954 to 31-3-1955	Ledger
A-47	9-8-1957	Certified copy of the affidavit of V.S.K. Panicker in O.S.31 of 1957 of District Court, Palghat.
A-48	25-12-1923	Registration copy of partition deed executed by P. Narayani Amma and others.
A-49	.....	File containing vouchers. (P-44)
A-50	.....	-do-
A-51	.....	-do-
A-52	.....	-do-
A-53	.....	-do-
A-54	.....	-do-
A-55	.....	-do-
A-56	.....	-do-
A-57	.....	-do-
A-58	.....	-do-
A-59	.....	-do-
A-60	.....	-do-
A-61	.....	-do-
A-62	.....	List of Tamarind trees proposed to be cut from Attapady forest
A-63	1955	Cash Book
A-64	6-3-1960	Copy of the counter affidavit
A-65	4-8-1960	Family Karar executed by members of Kunnathat Matambil family
A-66	1960	Book containing resolutions passed by the members of the Managing Committee.
A-67	1960-61	Paddy and cash account of Managing Stanom Estates.
A-68	13-12-1960	Letter sent by the Elaya Nair.

A-69	30-12-1960	Registered Adhikara Pathram executed by Kunjunni Mooppil Nair and others to Sri P. Manavallabhan Thirumulpad.
A-70	-do-	Letter sent by 2 nd defendant to Sri P.M. Thirumulpad.
A-71	31-12-1960	Notice sent by the 2 nd defendant to Sri P.M. Thirumulpad
A-72.	-do-	-do- (Printed Copy)
A-73	14-1-1961	Certified copy of the order in C.M.P.1685/61 in C.M.A. 37/1958 of the High Court of Kerala.
A-74	8-12-1960	Letter sent by 2 nd defendant to Padmanabhan Bhattathiripad.
A-75	30-6-1961	copy of Memorandum from Director of Public Instruction, Trivandrum.
A-76	13-6-1961	Letter from the Asst. Educational Officer, Mannarghat to Manager A.L.P.S., Mannarghat.
A-77	4-1-1961	Certified copy of the affidavit filed by the 2 nd defendant in the Palghat Sub Court in L.A.O.P.493/1959
A-78	-do-	-do- of petition in -do-
A-79	4-7-1961	Letter sent by the 2 nd defendant to Sri P.M. Thirumulpad
A-80	1-8-61	Copy of reply sent to the above, with certificate of posting.
A-81	4-8-1961	Letter by 1 st defendant to P.W.2
A-82	3-5-1962	Order of the Executive First Class Magistrate, Ottapalam in M.C.6/62
A-83	-do-	-do- in M.C.7/62
A-84	26-11-1961	Receipt issued by Kariasthan to Ramaswami
A-85	13-2-1958	-do- to Bandari Patha
A-86	4-2-1959	-do- -do-
A-87	19-2-1961	-do- -do- to Kovilan
A-88	12-4-1950	Registration copy of patta karar executed by the 1 st defendant To N. Gopalan Nair.
A-89	17-5-1946	Registration copy of indenture entered into by the 1 st defendant G.H.J. Stevanage. (P-45)
A-90	1-5-1949	Registration copy of patta karar executed by the 1 st defendant to Subbayyan.
A-91	29-8-1953	Registration copy of lease granted by do to T. Balakrishna Menon.
A-92	4-8-1924	Certified copy of assignment deed executed by Achumma to Mannarghat Mooppil Nair
A-93	14-1-1925	-do- by C. Pathumma to -do-
A-94	4-9-1925	-do- by Theyyunni Nair to -do-
A-95	30-1-1943	Certified copy of delivery warrant in O.S.199 of 1941 of the Walluvanad District Munsiff's Court, with Amin's report thereon
A-96	29-1-1943	-do- of delivery account in -do-
A-97	7-7-1966	Letter from Palghat Municipality to the Plaintiff.
A-98	.....	Day Book of Mooppil Stanom Estate.
A-99	.....	-do- -do-
A-100	20-8-1966	Statement filed by the Receiver in this suit.
A-101	28-7-1955	Rent Receipt issued to K. Madhavankutty Menon from Mannarghat Mooppil Nair's Estate.

A-102	-do-	-do- to P. Balagopala Panicker from -do-
A-103	17-8-1959	Certified copy of the petition sent by P. Sankaranarayana Panicker To the District Collector, Palghat.
A-104	22-7-1960	Certified copy of the proceedings of the District Collector Palghat
A-105	26-4-1961	Rent receipt issued by P. Balagopala Panicker and Bros.to Nanjan
A-106	27-4-1961	-do- -do- to Mari.
A-107	12-4-1950	Registration copy of patta karar executed by 1 st defendant to N. Gopalan Nair
A-108	8-2-1954 to } 29-4-1954 }	Account Book showing the expenses for the Kalasam in Udayarkunnu Bhagavathi temple
A-109	9-11-1928	List of articles of the Devaswom prepared by K.P. Kesavan Nair
A-110	1956-57	Administration Report of the Nair Service Society, Changanacherry
A-111	7-3-1962	Certified copy of judgment in O.P.1121/1960 in Kerala High Court
A-112	21-2-1957	Certified copy of O.P.31/1957 on the file of the District Court Palghat, and orders thereon.
A-113	28-5-1958	Certified copy of medical certificate issued by Dr. C.V. Raman To the 1 st defendant.

DEFENDANTS EXHIBITS

B-1	1-12-1927	Registered possessory mortgage deed executed by Kochunni Mooppil Nair to one Unni Omana alias Kutti Nethiar
B-2	15-6-1927	Registered surrender executed by S. Govindan Nair to Unni Omana alias Kutti Nethiar.
B-3	23-12-1956	Certified copy of the list taken by the Inventory Commissioner From Devaswom Pathayappura.
B-4	18-1-1960	List of articles belonging to Udayarkunnu Bhagavathi
B-5	22-1-1963	Registered Notice sent by Vakil M.P. Govinda Menon to K.C. Kochunni Nair and others.
B-6	25-7-1960	Patta of the immovable properties of Udayarkunnu Bhagavathi Devaswom granted to 2 nd defendant. (P-46)
B-7	-do-	-do- -do-
B-8	27-7-1960	-do- -do-
B-9	24-7-1960	-do- -do-
B-10	25-7-1960	-do- -do-
B-11	-do-	-do- -do-
B-12	....	Certified copy of the finding in O.S.24 of 1888 on the file of the Subordinate Court of South Malabar.
B-13	17-12-1890	Certified copy of order in A.S.459 of 1890 on the file of the District Court of South Malabar.
B-14	6-5-1982	Certified copy of the decree in S.A.388 of 1891 of Madras High Court
B-15	31-12-1909	Printed copy of the judgment in O.S.No.35 of 1908 of the Calicut Sub Court
B-16	26-3-1943	Registered indenture executed by 1 st defendant and James Hedde, with plan
B-17	7-6-1899	Registered marupattakychit executed by Chekku to Kochunni

		Elaya Nair (partly torn and without portions).
B-18	12-8-1903	Registered Kanam Deed executed by Ramanunni Moopil Nair To Amma Nethiar.
B-19	-do-	Registered Michavara kychit executed by Amma Nethiar to Ramanunni Mooppil Nair.
B-20	10 th Dhanu 982	Certified extract from the Register of Malavarams in Walluvanad Taluk
B-21	1101 M.E.	Budget Estimate.
B-22	1101 M.E.	Monthly Return of Mannarghat Estate.
B-23	1883	Certified copy of the plaint in O.S.250/1883 of Nedunganad District Munsiff's Court.
B-24	30-3-1875	Certified Copy of the kychit executed by Unnirama Panicker to Amma Nethiar
B-25	30-5-1955	Registered licence executed by the 1 st defendant to the 32 nd defendant.
B-26	24-6-1956	Registration copy of assignment deed executed by the 32 nd Defendant to the Nair Service Society
B-27	2-6-1956	Proceedings of the District Collector, Kozhikode
B-28	27-3-1950	Registered patta karar executed by the 1 st defendant to 32 nd Defendant and others.
B-29	1-6-1956	Revenue Receipt issued to 32 nd defendant.
B-30	17-3-1956	-do- -do-
B-31	18-10-1955	Notice issued by the Agrl. Income tax Officer, Tamarassery to the 32 nd defendant.
B-32	12-11-1956	-do- -do-
B-33	-do-	-do- -do-
B-34	23-7-1956	-do- -do-
B-35	20-9-1955	Sammathapathram executed by the 2 nd defendant and others to Rangaswami Kounden
B-36	5-5-1956	Registered agreement of indenture of mining lease executed By defendants 1, 31 and 32.
B-37	12-3-1956	Certificate of approval of mining issued by Government of Madras to 32 nd defendant.
B-38	13-6-1956	Notice issued by the Malabar Collector to the 32 nd defendant.
B-39	30-8-1966	Letter from Malabar Collector to the Revenue Divisional Officer, Malappuram.
B-40	27-8-1957	Letter from Kerala Government to 32 nd defendant.
B-41	27-8-1957	Certificate of approval issued by the Government of Kerala To the 32 nd defendant.
B-42	12-8-1903	Registered kychit executed by Kelu Nair to Amma Nethiar.(P-47)
B-43	June 1925	Registered marupattakychit executed by Cherunni Amma Nethiar To Kochunni Elaya Nair (last page missing)
B-44	12-8-1903	Registered Sammatha Adharam executed by Amma Nethiar to Kelu
B-45	17-6-1882	Copy of the plaint in O.S.230/82 of the District Munsiff's Court Nedumangad.

B-46	4-11-1036	Copy of the plaint in O.S.237 of 1936 of Walluvanad District Munsiff's Court.
B-47	4 th Chingom 1042 (17-8-1867)	Registered Pattachit executed by Vikkaram to Ittichathu Mooppil Nair (partly moth eaten)
B-48	24-7-1888	Registered Verumpattachit executed by Arumukhan to Ramanunni Mooppil Nair.
B-49	30-7-1888	-do- executed by Kunhan to -do-
B-50	10-8-1889	Registered kychit executed by Ramaswami Patter to -do-
B-51	1-6-1897	Registered Verumpattachit executed by Kunhan to -do-
B-52	16-4-1928	Registered Verumpattachit executed by Veerankutty to Amma Nethiar
B-53	2-5-1874	Registered Verumpattachit executed by Ittichiri to Amma Nethiar
B-54	21-6-1875	Registered assignment deed executed by Cheethamma and Another to Mooppil Nair.
B-55	17-4-1944	Certified copy of plaint in O.S.51 of 1944 on file of this Court
B-56	20-7-1957	Certified copy of the report of the District Medical Officer Palghat, about the 1 st defendant.
B-57	8-9-1020	Registered hypothecation bond executed by Ramanunni Mooppil Nair to Kunhukutti Nethiar and others.
B-58	12-8-1926	Registered patta kychit executed by Jacob Thomas and another to Ramanunni Mooppil Nair, with plan.
B-59	8-10-1903	Letter from Mannarghat Mooppil Nair's officer.
B-60	3-3-1954	Registration copy of Settlement deed executed by K.M. Kunhikkavu Nethiar and others.
B-61	14-6-1963	Issue of Malayala Manorama (daily)
B-62	15-6-1963	-do- -do-
B-63	1963	Certificates of posting (7 in number)
B-64	3-5-1950	Registration copy of the Memorandum of Association of the K.T.M. High School Society, Mannarghat.
B-65	5-8-1960	Proceedings of the District Educational Officer, Ottapalam.
B-66	15-1-1958	Certified copy of the Order in I.A.2360/56, etc., in O.S.65 of 56 of this Court
B-67	7-3-1957	Printed copy of the order in I.A.Nos.2359/56 and 644/57 in this suit.
B-68	17-2-1958	Order of the Supreme Court of India in C.M.P.227 of 1958
B-69	25-8-1958	Certified copy of order of the Kerala High Court in Criminal M.P.285/57
B-70	26-2-1958	Certified copy of affidavit of K.M.C. Gopalan Unni Nair in the above.
B-71	8-7-1954	Registration Copy of possessory mortgage deed executed by 1 st defendant to the 31 st defendant.
B-72	14-7-1954	Regd. Verumpattachit executed by Ayyamma to 31 st defendant. (P-48)
B-73	-do-	-do- by K. Vellachi to -do-
B-74	-do-	-do- by Paru Amma to -do-
B-75	-do-	-do- by Chiruthi to -do-
B-76	-do-	-do- by Chimmu Amma to -do-
B-77	-do-	-do- by T. Nakan to -do-
B-78	-do-	-do- by T. Karappan to -do-

B-79	-do-	-do-	by M. Narayanan Nair to	-do-
B-80	-do-	-do-	by Murukandi to	-do-
B-81	-do-	-do-	by K. Kummini Amma to	-do-
B-82	11-2-1955	-do-	V. Sankara Panicker to	-do-
B-83	16-8-1956	Notice from Palghat Municipality to Mannarghat Mooppil Nair		
B-84	20-7-1956	-do-		-do-
B-85	10-2-1958	Registered Assignment deed executed by the 31 st defendant to P. Kunhilkshmi Amma		
B-86	10-7-1958	Registered will executed by the 1 st defendant.		
B-87	13-5-1937	Registration copy of indenture executed by Gopalanunni Mooppil Nair and Raman Chettiar		
B-88	6-3-1908	Certified copy of the plaint in O.S.12 of 1908 of Palghat Sub Court.		
B-89	9-8-1910	Certified copy of a compromise petition in the above suit.		
B-90	21-5-1954	Letter sent by the plaintiff to his aunt.		
B-91	30-3-1956	Cash Book of Balakrishna Panicker		
B-92	4-9-1956	Registration copy of munpattom deed executed by the 1 st defendant to the 31 st defendant.		
B-93	2-11-1956	Letter by the plaintiff addressed to Appu.		
B-94	15-7-1922	Registration copy of Kana Kychit executed by Unnithayi alias Kunhikutty Nethiar and others to Ramanunni Mooppil nair.		
B-95	30-6-1941	Registration copy of possessory mortgage deed executed by the 1 st defendant to Kalladi Kammappa.		
B-96	9-6-1943	Registration copy of panayam assignment deed executed by Kalladi Kammappa to Ammunni Nethiar and others.		
B-97	16-10-1954	Registration copy of substituted security mortgage executed by the 1 st defendant to Kunhikkavu Nethiar and others.		
B-98	28-10-1945	Registration copy of possessory mortgage deed executed by the 1 st defendant to Ammu alias Ammunni Nethiar.		
B-99	9-10-1944	Registration copy of possessory mortgage deed executed by the 1 st defendant to Unni Omana alias Kutti Nethiar.		
B-100	18-1-1945	Registration copy of licence executed by the 1 st defendant to Kammappa and Brothers.		
B-101	1-12-1941	Certified copy of written statement of the defendant in O.S.199 Of 1941 on the file of Walluvanad District Munsiff's Court.		
B-102	7-4-1951	Proceedings of the Road Constituting Committee for Attapady.		
B-103	-do-	Letter from Revenue Divisional Officer Malappuram to the 1 st defendant		
B-104	Medom 1125	Schedule showing the names and salaries of the employees of Mannarghat Mooppil Stanom.		
B-105	13-6-1950	Memo showing receipts and disbursements of Pulikkal Kalam.		
B-106	13-6-1950	Memo showing receipts and disbursements of Pulikkal Kalam.		
B-107	-do-	-do- Erattakulam Kalam. (P-49)		
B-108	17-5-1950	Voucher for money spent.		
B-109	10-6-1950	-do- Purchase of stationary.		
B-110	13-6-1950	-do- Passed by P. Vasudevan Nair.		

B-111	12-6-1950	-do- Purchase of paper.
B-112	-do-	Bill of Modern Stores Mannarghat
B-113	3-6-1950	Voucher for receipt from Maniyar and Poonchola Malavaram
B-114	11-6-1950	-do- passed by K.C. Kunhikuttan Vellodi.
B-115	-do-	-do- for gingelly oil.
B-116	1-5-1951	Letter from Collector to 1 st Deft.
B-117	10-6-1950	Voucher for purchase of chilly plants etc.
B-118	6-6-1950	-do- Voucher for receipt of money from Pulikkal.
B-119	-do-	-do- from Kanhirapuzha.
B-120	-do-	-do- purchase of grass.
B-121	4-6-1950	-do- payment of Rs.10/- to Parukkutty Amma.
B-122	-do-	Petition by K.E. Kumaran to Mannarghat Moopil Nair.
B-123	-do-	Voucher for purchase of cloth
B-124	3-6-1950	-do- Food expenses
B-125	1-4-1950	-do- Payment of salary
B-126	28-5-1950	-do- Repair of a table etc.
B-127	9-6-1950	-do- Food expenses.
B-128	25-4-1950	-do- Petition submitted by one K. Achutha Panikker to Moopil Nair's office.
B-129		Motor Vehicle Insurance granted to the 31 st deft. By the Bombay Fire & General Insurance Company Ltd. For a Jeep.
B-130	22-7-1932	Assignment deed executed by the 1 st deft. To 31 st deft. & other.
B-131	6-3-1954	Regd. -do- by P. Balakrishnan Nair to the 31 st deft. and others.
B-132	29-11-1950	Regd. -do- K.P. Damodaran Nair -do-
B-133	11-12-1941	Regd. Jenm -do- by M.K. Narayani Amma and others in favour of the 31 st deft. and others.
B-134	27-1-1942	Regd. Assignment deed executed by P.S. Ranga Iyer to -do-
B-135	21-10-1940	Regn. Copy of Jenm assignment deed executed by M.K. Gopala Panikker
B-136	13-5-1943	Regd. Assignment deed executed by N. Gopalan Nair to -do-
B-137	26-11-1940	Regd. Jenm Assignment by K.M. Sankaran Nambudiri to -do-
B-138	21-10-1940	Regd. Kanom -do- by M.M. Gopala Panikker & others to -do-
B-139	10-7-1958	Regd. Muthyarnama by 1 st deft. to V.S.K. Panikker & others.
B-140	27-10-1926	Notice issued by the Income Tax officer to the 1 st deft.
B-141	23-11-1925	-do- -do-
B-142	3-4-1949	Permission granted to Madhavanunni for catching elephants
B-143	19-3-1949	Application by Madhavanunni for catching elephants
B-144	29-6-1947	Permission to 31 st deft. for catching elephants
B-145	1952	A/c Book showing expenses incurred for the maramath of the high School.
B-146	1955-56	-do- -do-
B-147	11-7-1952	Receipt executed by M.L. Joseph to the 31 st Deft.
B-148	23-7-1952	-do- by P. Narayanan Nair to -do-
B-149	24-6-1956	Regd. Patta Karar executed by 1 st deft to N.S.S.
B-150	24-8-1957	Rent receipt issued by the Moopil Nair's Estate to NSS

B-151	22-9-1958	-do-	-do-
B-152	29-8-1960	Regn. Copy of assignment deed executed by M.T. Balakrishna Menon and another to N.S.S.	
B-153	20-11-1956	Plan of the Nellipathy Estate of the N.S.S.	
B-154	1965-66	Administration Report of the N.S.S.	
B-155	29-7-1957	Felling Licence granted by District Collector, Pgt. to N.S.S.	
B-156	4-6-1958	Proceedings of the	-do-
B-157	30-10-1960	-do-	-do-
B-158	17-11-1962	-do-	-do-
B-159	19-1-1966	-do-	-do-
B-160	20-2-1966	-do-	-do-
B-161	29-6-1966	Notice issued by the RI Attapady to the N.S.S. for basic tax	
B-162	24-4-1961	Regd. Assignment deed executed by A.P. Koman Nair to Sankarappa Gounden	
B-163	24-4-1961	Regd.	-do- to Cheriya Kunhayammu to -do-
B-164	24-9-1966	Regd. Indenture executed by the 31 st deft. and Sankarappa Gounden. .	
B-165	18-4-1937	Regn. copy charth executed by Kozhikode Elaya Raja to R.M. Palat	
B-166	26-10-1939	-do- lease -do- executed by Gopalanunni Moopil Nair to T. Narayanan Nair.	
B-167	20-10-1955	Regd. Assignment deed executed by N.Gopalan Nair to 31 st deft.	
B-168	11-11-1961	Proceedings of the District Collector, Palghat	
B-169		Plan of Field No.47 of Attapady village	
B-170	24-3-1951	Regn. copy of lease executed by the 1 st deft. to Rev.Father K.C. Varghese.	
B-171	16-3-1959	Receipt issued by Mannarghat Moopil Nair's Estate to -do-	
B-172	10-7-1952	Office copy sent by the Correspondent, K.T.M. High School, Mgt. to V.S.K. Panikker.	
B-173	6-12-1951	Letter sent by Thathunni Moopil Nair to the Collector of the Malabar Kozhikode.	
B-174	56-57	Budget of N.S.S.	
B-175	57-58	-do-	
B-176	57-58	Administration Report of	-do-
B-177	58-59	Budget of	-do-
B-178	58-59	Administrative Report of	-do-
B-179	59-60	Budget of	-do-
B-180	59-60	Administrative Report of	-do-
B-181	60-61	Budget of	-do-
B-182	60-61	Administrative Report of	-do-
B-183	61-62	Budget of	-do-
B-184	61-62	Administrative Report of	-do-
B-185	62-63	Budget of	-do-
B-186	62-63	Administrative Report of	-do-
B-187	63-64	Budget of	-do-

B-188	63-64	Administrative Report of	-do-
B-189	64-65	Budget of	-do-
B-190	64-65	Administrative Report of	-do-
B-191	65-66	Budget of	-do-
B-192	65-66	Administrative Report of	-do-

COURT EXT.

C-1	30-5-1961	Letter from the Handwriting Expert addressed to the Principal sub Judge Ottapalam with Photostat copies of signatures of the Moopil Nair
C-2	23-11-1957	Report submitted by the Comer appointed in the suit Sd. T.V.R. Addl. Sub Judge

Every endeavor has been put in to maintain the correctness of the Preliminary Decree pronounced in O.S.65 of 1956 on the file of the Subordinate Judges Court, Ottappalam.

K.M. Saseendran Unni, "Krishna Kripa",
Raja's Colony, Mannarkkad - 678 582

IN THE COURT OF SUBORDINATE JUDGE OF OTTAPPALAM

I.A. 1208 OF 1989

IN

I.A.1265 OF 1973

IN

O.S. 65 OF 1956

Kunnathattu Madambil Ammunni
Nethiar's daughter Savithri
Nethiar (D.19)

2. Savithri Nethiar's son
Ravindranunni Nair (D20)

3. Savithri Nethiar's son
Balachandranunni Nair (D21)

4. Savithri Nethiar's daughter
Soudamini Nethiar (D22)

5. Savithri Nethiar's son
Sasindranunni Nair (D23)

6. Savithri Nethiar's son
Sreekumaranunni (D24)

Petitioners

Defendant 19, 20, 21, 22, 23, 24

Versus

R-3 Kunnathattu Madambil
Kuttikkavu Nethiar's son
Prabhakaranunni Nair D-3

R-5 Unni Omana alias Kutty
Nethiar's son Kochunni Nair D-5

Respondents

Contd...2

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-7 Unni Omana alias Kutty
Nethiar's son Madhavanunni Nair D-7

R-8 Pappikkavu Nethiar's daughter
Bharathi Nethiar D-8

R-9 Kunhikkavu Nethiar's son
Janardhanan Unni Nair D-10

R-10 Kunhikkavu Nethiar's daughter
Vinodini Nethiar D-11

R-11 Kunhikkavu Nethiar's daughter
Padmini Nethiar D-12

R-12 Kunhikkavu Nethiar's daughter
Indira Nethiar D-13

R-13 Kunhikkavu Nethiar's daughter
Kunhimalu Nethiar D-14

R-14 Vinodini Nethiar's daughter
Jayasree D-15

R-15 Vinodini Nethiar's son
Chandramohanunni D-16

R-17 Ammunni Nethiar's daughter
Malathi Nethiar D-25

R-18 Malathi Nethiar's son
Kesavanunni Nair D-26

R-19 Malathi Nethiar's son
Bhavadasanunni D-27

R-20 Malathi Nethiar's daughter
Lathika D-28

R-21 Ammunni Nethiar's daughter
Ammini Nethiar D-29

R-22 Ammunni Nethiar's son
Krishnanunni Nair D-30

R-23 Parakkottu Puthenveetil Nani
Amma's daughter Parukutty Amma D-31

R-35 Parakkottu Puthenveetil Parukutty
Amma's son Sankaranarayana
Panicker D-44

Respondents

Contd...3

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-36 Parukutty Amma's son
Sreekumaran D-45
R-38 Bharathi Nethiar's son
Narayanan Unni D-48
R-42 Kutty Nethiar's son
Ramanunni Nair D-52
R-43 Vinodini Nethiar's daughter
Lakshmidevi kavu
R-44 Vinodini Nethiar's son
Manomohanunni
R-45 Vinodini Nethiar's son
Madana Mohanunni
R-47 Gopalanunni Valsakumar
R-48 Gopalanunni Satheesan
R-49 Gopalanunni Muraleedharan
R-50 Gopalanunni Sindhu
R-55 Ambatt Narayananunni
R-56 Balagopala Panicker's wife
C. Umadevi Amma
R-57 Umadevi Amma's son
C. Venugopal
R-58 Umadevi Amma's son
C. Raghu
R-59 Umadevi Amma's daughter
C. Geetha
R-60 Umadevi Amma's son
C. Harigovindan
R-61 Lakshmi Nethiar's daughter
Sarojini Nethiar

Respondents

Contd.....4

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Compromise Petition filed by Petitioners and Respondents.

The application I.A. 1265/73 is for passing a final decree in the above suit filed by 19th, 20th, 21, 22, 23 and 24th defendants. This Honourable Court has appointed a Commissioner to effect partition.

1. O.S. 65/56 on the file of this Honourable Court is a suit for partition of properties attached to Mannarghat Mooppil Stanam. The suit was originally filed on 22-12-1956 under Madras Marumakkathayam (Removal of doubts) Act (Act 32 of 1955). Act 32 of 1955 itself was challenged by the then stani, the 1st defendant in the suit, and the act was held as ultravires and inoperative. The suit was accordingly amended as a suit for partition under Stanam properties (Assumption of temporary management and control) Act. This was also challenged by the 1st defendant. Pending all these, the Hindu Succession Act XXX of 1956 came into force and the sthanamdhar, 1st defendant, died on 3-1-1960. The suit was amended as a suit for partition in accordance with the provisions of Section 7 (3) of Hindu Succession Act 1956. The plaintiff and defendants 1 to 30 of the original plain are the members of the Kunnathattu Madambil Swaroopam, popularly known as Mannarghat Nair Veedu. Defendant 48, 49 Narayananunni and

Contd...5

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Sasikala were impleaded as per I.A. 1561/60 dated 10-4-1961 of this court and thus became entitled to claim partition by virtue of the provisions of Hindu Succession Act 1956. The original plaintiff namely Ramanunni Nair was subsequently transposed as 52nd defendant as per order in A.A. 447/65 dated 8-6-1965 and 18th defendant namely Gopalanunni Nair was transposed as plaintiff as per I.A. 447/65 dated 8-6-65 of this court. A preliminary decree was passed in the above suit by this Honourable Court on 30-11-1966. After the preliminary decree, 18th defendant who was transposed as plaintiff died and his legal representatives are respondents 46 to 50. Respondent 46 also died and her legal representatives are 47 to 50. Defendant 9 died and her legal representatives are R-9 to 13. Defendant 2 died and his legal representative is R-55 A. Narayananunni. Defendant 4 died and her legal representatives are R-5 to R-7 and Defendant 6 died and her legal representative is R-8. Defendant 49 died and her legal representative is R-8 Defendant 17 died and his legal representative is R-61 P. Sarojini Nethiar and defendant 46 died and her legal representatives are Parakkottu Puthenveetil Sethumadhavan, 2. Parakkottu Puthenveetil Balachandran, 3. Parakkottu Puthenveetil Krishnakumar and 4. Parakkottu Puthenveetil Ramani,

Contd...6

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Puthenveedu, Perimbadari Desom, Arakurussi Amsom Mannarghat Taluk who have not been impleaded so far. D-32 died and his legal representatives are R-56 to 60. All these persons are joining in this compromising petition. Other defendants to the suit are transferees of portions of the suit properties and they were impleaded since the transfers in their favour were being impugned as not binding on the estate. They are not parties to this compromise and this compromise is not intended to affect their rights obligations and liabilities as declared by the preliminary decree which has become final so far as they are concerned.

2. The first defendant had granted some registered lease under the documents marked as **Ex.B28 dated 23-7-1950 in favour of the 31st defendant**, under Exts. A-11 and A-12 dated 15-6-1951 in favour of the 31st defendant, Ext. A24 dated 30-5-1955, Ex. B36 dated 5-5-1956 in favour of the 31st defendant. The 1st defendant had also executed a registered Possessory mortgage Ex.A-9 dated 8-7-1954 in favour of the 31st defendant. **The validity and binding nature of these transactions had also been impugned in the suit and held to be invalid transactions not binding on the estate.**

(Contd...7

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

3. K.T.M. High School situated in item 759 and 763 of the plaint B schedule has also been included in the plain on the allegation that the school and its assets belonged to the Sthanam. The ownership of the school and its right of management were also matters in dispute in the suit.

4. A preliminary decree was passed in the above case by this Honourable Court on 30-11-1966. The plaintiff had filed A.S. No.169 of 1967 and defendants 31 and 32 and 44 to 46 had filed A.S. No.394 of 1967 before the Honourable High Court challenging the preliminary decree passed by this Honourable Court. In the meanwhile an order for sale of a building in Palghat was passed by this Honourable Court and defendants 31 and 46 have filed A.S. Nos. 206 of 1968 challenging that decision. These appeals were heard along with some other appeals filed by the transferees and they were disposed off by a common judgment dated 5-12-72. On an application having been made by defendants 31, 32 and 44 to 46, the High Court was pleased to certify that the case was a fit one for further appeal to the Supreme Court of India under Article 133 of the constitution. Civil Appeal nos. 66 and 67 of 1977 filed by defendants 31, 32 and 44 to 46 on the basis of the certificate issued by the High Court are even now pending before the Supreme Court of India. –

Contd...8

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

5. One of the important contentions raised by defendants 31, 32 and 44 to 46 is that the statutory heirs succeeding to the Stanam property under section 7(3) of the Hindu Succession Act are not entitled to challenge the transactions entered into by the last stanidar prior to his death and that the statutory heirs can only claim partition of the estate as it existed on the date of death of the last stanidar. This Honourable Court and the High Court have set aside the same transactions entered into by the last stani and the question whether those transactions are binding or not would depend on a decision on the above point. The impugned transactions are also sought to be sustained on the merits by contending that excepting Ex.A9, the transactions are only leases in the ordinary course of management and that the grant of similar leases are the ordinary mode of enjoyment of forest lands from ancient times.

6. The litigation has been fought out mainly between the members of the Swaroopam on the one hand and the personal heirs of the deceased stanidar D1 on the other. The members of the Swaroopam have had to borrow very large sums of money for the conduct of the litigation under several promissory notes and it was with great difficulty that these debts could be discharged from out of the subsequent income derived by the Receiver. –

Contd...9

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

7. Having regard to the time normally taken for disposing of civil appeals by the Honourable Supreme Court of India, it may take years before the points in dispute between the parties could be finally settled through Court. The parties have also been advised by their counsels that the question whether the statutory heirs are entitled to challenge transactions entered into by the deceased standar is a difficult point which may be decided either way by the Honourable Supreme Court of India. Having regard to the uncertainty regarding the final result of the litigation and the long period of time which may elapse before the matter is finally settled by the Court and having regard to the relationship between the parties and the financial commitments involved, a bonafide settlement of disputed claims has been arrived at through mediators regarding the points enumerated in the succeeding paragraphs. It is submitted that the said settlement disposes of several of the main points of disputes between the members of the Swaroopam and the personal heirs of the deceased 1st defendant standar. The settlement has been entered bonafide into and the same is in the best of interests of the parties. The terms of the settlement are as follows: -

Contd...10

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

7A) All the parties agree that the lease as per Ext. A10 is not binding on the estate and it is a property available for partition among sharers of Stanam and all sharers agree that the property covered by Ex.A10 more particularly described as a house and compound situated in Ayyappankavu street of Vatakkanthara Village of Palghat Taluk within the Palghat Municipality now bearing Door No 191 in Ward No.29 in R.S. No.1243 Block No.30 in Revenue Ward 3 having an extent of 23 cents be allotted to 1st defendant's share represented by (1) D31 Parukutty Amma (2) heirs of D-46 Kunhilakshmi amma (3) heirs of D-32 Balagopala Panicker (4) D-44 Sankaranarayana Panicker and D-45 Sreekumaran and in consideration of which the above five together have paid Rs.5000/- to each of the other 32 sharers and the receipt of such amount is acknowledged hereby by all the other sharers. All other sharers agree that the said property shall stand allotted to the above said five set of sharers and they will be exclusively entitled to the said property together with all the improvements thereon. The other sharers agree that they shall not have any sort of claim over the said property. Parties agree that the Receiver who has taken possession of the said property will hand over possession of the property to Sri Sankaranarayana Panicker, D44 for and on behalf of the other four legal representatives of D-1 to whom –

Contd...11

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

also the property is allowed. **It is also agreed that the partition shall be effected on the basis that the lease deeds evidenced by Exts. B-28 A-11 A-12 A-24 and B-36 and assignment deed B-85 are not valid and binding on the estate.**

B) It is agreed and accepted that the possessory mortgage evidenced by Ex. A-9 is not valid and binding on the Estate. However, the 31st defendant need not account for rents or other income collected by her acting on the strength of the said mortgage. Nor shall the 31st defendant be entitled to make any claim in respect of the arrears of rent or other income collected by the Receiver in respect of the properties covered by Ex.A-9. Partition shall be effected on the basis that Ex.A-9 is not binding on the estate.

C) K.T.M. High School, Mannarghat is now under the management of the Receiver. All the parties agree that K.T.M. High School and assets shown in as item 759 and 763 in the plaint schedule constitutes an asset belonging to the estate available for partition. In respect of the High School and its assets, it is agreed that D-31 has no liability whatsoever to account, to the other sharers during the period of her management.

Contd...12

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

with due regard and in fond remembrance of its founder D-1, it is further agreed by all that the name of the High School will not be changed.

D) The Receiver appointed by this Honourable Court has disbursed amount to several of the sharers from time to time under orders of this Honourable Court. It is agreed by all that the amounts in respect of such disbursements need not be further gone into and adjusted. It is also agreed that no further accounting or adjustments are necessary in respect of payments made by the Receiver or on behalf of it to the sharers either for discharge of debts or in connection with any other matters. D-31 to 32 and 44 to 46 are not liable to the estate on any account, if any. It is also agreed that the application for attachment filed for attaching the property belonging to defendants 31, 32, 44 to 46 shall be withdrawn and the attachment, if any, is not to be raised. It is also agreed that the above defendants have absolutely no liabilities to account to the estate in respect of any of the matters specified in the decree passed by the Honourable High Court of Kerala.

E) The amounts now in Court deposit as also amounts under the control of the Receiver shall be

Contd...13

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

deemed to be amounts jointly belonging to the sharers in accordance with the shares declared by the preliminary decree passed by this Honourable Court. Amounts spent from and out of estate funds by the Receiver for liquidating debts incurred by the members of the Swaroopam for the purpose of conducting the litigation and also for financing the defence of the appeals in the High court of Kerala and **C.A. No, 66 and 67 of 1977 before the Supreme Court of India** shall be treated and expenses incurred for the purposes binding on all the sharers. None of the sharers including defendants 31, 32 and 44 to 46 shall be entitled to claim any accounting or adjustment or repayment of such amounts from the other sharers. Liabilities if any of the estate shall be recoverable only from the properties kept in common as per the compromise entered into among the parties.

F) **It is also agreed that the partition shall be effected on the basis that the lease deeds evidenced by exhibit B-28 A-11 A12 A-24 and B-36 are not valid and binding on the Estate.**

G) All the parties agree that the necessary Court fee for engrossing interim final decree to be passed as per this compromise will be born out of common fund,

Contd...14

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

H) The respective parties shall bear the costs so far incurred in the appeals pending before the Supreme Court. **The appeals now pending before the Supreme Court shall be withdrawn by defendants D-31, 32 and 44 to 46. All matters not covered by this compromise, the rights and obligations of the parties shall be governed by the decree passed by this Honourable Court subject to the results of the appeals filed in the High Court of Kerala and disposed off.**

I) **All parties agree that all the parties to this shall put their signatures in the last page and P-5, R-9, R-5 and R-35 alone need put their signatures in all other pages of this compromise.**

It is therefore prayed that the Honourable Court may be pleased to record these compromise and to pass an interim final decree in terms thereof in respect of the matters mentioned therein.

Dated this the 1st day of September, 1989

P-1	Savithri Nethiar	[Signed]
P-2	Ravindranunni Nair	[Signed]
P-3	Balachandranunni Nair	[Signed]
P-4	Soudamini Nethiar	[Signed]
P-5	Sasindranunni Nair	[Signed]
P-6	Sreekumaranunni	[Signed]
R-3	Prabhakaranunni	[Signed]

Contd...15

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-5	Kochunni Nair	[Signed]
R-7	Madhavanunni Nair	[Signed]
R-8	Bharathi Nethiar	[Signed]
R-9	Janardhananunni Nair	[Signed]
R-10	Vinodini Nethiar	[Signed]
R-11	Padmini Nethiar	[Signed]
R-12	Indira Nethiar	[Signed]
R-13	Kunhimalu Nethiar	[Signed]
R-14	Jayasree	[Signed]
R-15	Chandramohanunni	[Signed]
R-17	Malathi Nethiar	[Signed]
R-18	Kesavanunni Nair	[Signed]
R-19	Bhavadasanunni	[Signed]
R-20	Lathika	[Signed]
R-21	Ammi Nethiar	[Signed]
R-22	Krishnanunni Nair	[Signed]
R-23	Parukutty amma	[Signed]
R-35	Sankaranarayana Panicker	[Signed]
R-36	Sreekumaran	[Signed]
R-38	Narayananunni	[Signed]
R-42	Ramanunni Nair	[Signed]

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-43	Lakshmidevi Kavu	[Signed]
R-44	Manomohanunni	[Signed]
R-45	Madana Mohanunni	[Signed]
R-47	Gopalanunni Valsakumar	[Signed]
R-48	Gopalanunni Satheesan	[Signed]
R-49	Gopalanunni Muralidharan	[Signed]
R-50	Gopalanunni Sindhu	[Signed]
R-55	Ambatt Narayananunni	[Signed]
R-56	C. Umadevi Amma	[Signed]
R-57	C. Venugopal	[Signed]
R-58	C. Raghu	[Signed]
R-59	C. Geetha	[Signed]
R-60	C. Harigovindan	[Signed]
R-61	P. Sarojini Nethiar	[Signed]
R-62	P. Sethumadhavan	[Signed]
R-63	P. Balachandran	[Signed]
R-64	P. Krishna Kumar	[Signed]
R-65	P.Ramani	[Signed]

Advocate for 13 and R 55

Advocate for R 21 – 22 and R 61

Advocate for R 47 to R 50

Advocate for R 7

Advocate for R 42 (D52)

Advocate for R 17 to 20 (D25 to 28)

Advocate for LR of D 46

Filed on 5-9-1989

SUB COURT OTTAPPALAM

I.A. 1208 OF 1989

IN

I.A.1265 OF 1973

IN

O.S. 65 OF 1956

COMPROMISE PETITION FILED
BY PETITIONERS AND
RESPONDENTS 3, 5, 7, 8, 9, 10,
11, 12, 13, 14, 15, 17, 18, 19, 20,
21, 22, 23, 35, 36, 38, 42, 43, 44,
45, 47, 48, 49, 50, 55, 56, 57, 58,
59, 60 AND 61 TO RECORD
COMPROMISE AND PASS AN
INTERIM FINAL DECREE IN
TERMS OF COMPROMISE

By Petitioners

R3 and others

O R D E R

**To record Razi in terms of
Compromise.**

**RECORDED
5-12-1989**

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE DEVAN RAMACHANDRAN

WEDNESDAY, THE 24TH DAY OF NOVEMBER 2021 / 3RD AGRAHAYANA, 1943

WP(C) NO. 22780 OF 2021

PETITIONER:

K.M. SASEENDRAN UNNI
AGED 72 YEARS
S/O MANAKKULAM KUNJAN RAJA, KRISHNA KRIPA, RAJAN COLONY,
MANNARKKADA, PIN-678682,
PALAKKAD DISTRICT.

BY ADVS.
V.M.KRISHNAKUMAR
P.R.REENA
MAYA M.
P.S.SIDHARTHAN

RESPONDENTS:

- 1 THE DISTRICT COLLECTOR
COLLECTORATE,
CIVIL STATION,
PALAKKD, PIN-678001.
- 2 TAHASILDAR
ATTAPPADI TALUK OFFICE, ATTAPPADY TALUK, PALAKKAD, PIN-678581.
- 3 VILLAGE OFFICER
KOTTATHARA VILLAGE OFFICE, KOTTATHARA P.O, PALAKKAD, PIN-678581.

OTHER PRESENT:

SMT. SURYA BINOY- SR. G.P

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 24.11.2021,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

J U D G M E N T

The petitioner has approached this Court singularly praying that respondents 2 and 3 be directed to take up and consider Ext.P4 application, in which, he has requested for the issuance of a Possession Certificate and location sketch for his property covered by Ext.P3 within a time frame to be fixed by this Court.

2. The learned Senior Government Pleader - Smt.K.Amminkutty, submitted that there does not appear to be any legal impediment in considering Ext.P4 application; but prayed that this Court may not make any affirmative declarations in favour of the petitioner and leave it to the said Authority to take a decision as per law.

Taking note of the afore submissions, I order this writ petition and direct the competent among respondents 2 and 3 to take up Ext.P4 application of the petitioner and dispose of the same, after affording an opportunity of being heard to him; thus culminating in an appropriate order thereon, as expeditiously as is possible but not later than one month from the date of receipt of a copy of this judgment.

SD/-

DEVAN RAMACHANDRAN
JUDGE

rp

APPENDIX OF WP(C) 22780/2021

PETITIONER EXHIBITS

- Exhibit P1 TRUE COPY OF THE COMPROMISE PETITION , IA
NO.1208/1989 IN I.A.NO. 1265/1973 IN OS NO.65/56 OS
SUB COURT OTTAPPALAM.
- Exhibit P2 TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT
IN CIVIL APPEAL NO.66 AND 67 OF 1974 DATED
07.08.1991.
- Exhibit P3 TRUE COPY OF THE RELEVANT PAGES OF A AND B REGISTER
MAINTAINED BY THE KOTTATHARA VILLAGE OFFICE.
- Exhibit P4 TRUE COPY OF THE REPRESENTATION FILED BY THE
PETITIONER BEFORE THE RESPONDENTS 2 AND 3 DATED
10.08.2021.

AIR 1973 KERALA 149 (V 60 C 52)

FULL BENCH

T. S. KRISHNAMOORTHY IYER
K. SADASIVAN AND
N. D. P. NAMBOODIRIPAD, JJ.

S. Sankarappa Gounder,

Appellant

V.

K.C. Gopalan and others.

Respondents

A.S. Nos 69, 113, 164, 169 and 394 of 1967 and A.S. No. 20 and 206 of
1968

Dated 6-12-1972

Index Note:-- (A) Hindu succession Act (1956) S.7 (3) (as amended by Kerala Act 28 of 1958) Applicability.

Brief Note: -- (A) It cannot be said that Section 7 (3) can apply to those sthanams where all the members of the family whether male or female are entitled to become sthanees and that it cannot apply to a case where among the members of a family either the male or female member has got the exclusive right to become sthanees. If the section is so construed almost all the sthanams in existence in Malabar will fall outside the operation of the Act itself will be defeated. Section 7 (3) deals with sthanam properties and provides for their devolution among the members of the family of the sthanamdar and his personal heirs. I view of the customary law in Malabar whereby it is open to a female member of a family to become a sthanee. It was felt that Section 7 (3) was incomplete in the matter of providing for devolution of all sthanam properties. It was this reason that prompted the amendment of Section 7 (3) by Kerala Act 28 of 1958

(Para 20)

Index Note:-- (B) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958 --Scope.

Brief Note:-- (B) the fiction of a notional partition in Section 7 (3) is only for ascertainment of the per capita share which the members of the family and the personal heirs of the sthanamdar will be entitled to. It therefore cannot be said that Section 7 (3) only provides for the devolution of those properties of the sthanam, which the sthanamdar has immediately before his death. AIR 1971 SC 2392 and AIR 1967 Ker 210 (FB) and AIR 1971 SC 2513, Rel. on.

(Para 21)

Index Note:-- (C) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958-Expression" sthanam property held by him"- Construction of.

Brief Note :-- (C) It cannot be said that when a property is alienated or leased by a sthanatee in excess of his powers such property held by sthanamdar and that property falls outside the scope and ambit of Section 7 (3). The reason is that it is not necessary

that because the words “held by him” in Sec 7 (3) the sthanee should have actual control over the sthanam properties at the time when the devolution opens. Those words do not indicate that the ascertainment of the sthanam properties has to be just before the death of the sthanamdar. The scope of Section 7 (3) is not to validate prudent transactions of sthanam properties by a sthani. The improper alienation will not divest the sthanam or the successor sthanees of their right over the sthanam property. AIR 1967 SC 1786, Distinguished. (Paras 22, 23, 24)

Index Note:-- (D) Hindu succession Act (1956), S.7 (3) Explanation 2 (as introduced by Kerala Act 28 of 1958) Scope of.

Brief Note :-- (D) Explanation 2 of Section 7 (3) has nothing to do with the rights of the statutory heirs to get rid of unauthorised alienations of imprudent leases executed by a sthani in respect of a sthanam property when he was the sthanam holder. It deals with the right of the successors to evict tenants who are holding the sthanam properties under the sthani. If on the basis of a prudent lease granted by a sthani during his lifetime on account of any statute legislation the lessor sthani was prevented from recovering possession of the property from the tenant, the disability may be there in the case of the statutory heirs also. (Para 26)

Index Note:-- (E) Marumakkatthayam Law – Alienation by sthani of immovable property – Binding nature. (Page No:150)

Brief Note :-- (E) In order to uphold an alienation by a sthani of immovable property belonging to the sthanam there must be legal necessity or benefit of the sthanam, the alienation cannot be held to be binding on the sthanam or the successors of the sthanam property. AIR 1960 SC 1080. Followed. (Para 28)

Index Note:-- (F) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958) – Lease by sthani in office normally terminates with his life.

Brief Note :-- (F) A person cannot confer a better title on another in respect of immovable property than what he himself possesses. Normally therefore, a lease executed by the sthani in office must terminate with his life and it cannot be binding on the successor sthani. (Para 30)

Where a sthani in office leased out sthanam property for a long term (24 years) and there was near relationship between the lessor and the lessee it was held that the lease had not been granted in exercise of prudent act of management by the sthani and the lease was not binding on the sthanam or the heirs under Section 7 (3) after the death of the lessor sthani.

Index Note:-- (G) Kerala Compensation for Tenants improvements Act (29) of 1958) S. 4 – Improvements made by lessee—claim as to nonpayment – of Court fee whether can justify disallowance.

Brief Note :-- (G) The Court should not be so technical as to disallow the claim for improvements advanced by the lessee on the mere ground of non-payment of court-fee, if otherwise, his claim can be sustained under law. (Para 33,34)

Index Note:-- (H) Hindu Law – Partition – Suit by a co-sharer – Defendant co-sharer can claim his share in the same suit.

Brief Note :-- (H) In a suit for partition by a co-sharer, every sharer-defendant is in the position of a plaintiff. It is open to such a defendant sharer to claim his share in the suit without bringing a separate suit for partition of his share. In such circumstances, if a defendant sharer in his written statement has avoided an alienation impugned by the plaintiff, relief cannot be disallowed to that defendant for a share free of the alienation. AIR 1940 Mad 236 Dissented from. (Para 35)

Index Note:-- (I) Hindu succession Act (1956), S.7 (3) (as amended by Kerala Act 28 of 1958) – School belonging to sthanam – Death of sthani – Effect.

Brief Note :-- (I) If it is shown that a School building belonged to a sthanam the society constituted by sthani in office can have legal status of only his agent for conducting the school and with the death of the sthani there would be a termination of that agency and the conduct of the school will revert back to the statutory heirs of the sthani under Section 7 (3) (Para 39)

Index Note:-- (J) Civil P. C. O. 41. R. 33 – Scope

Brief Note :-- (J) If a finding is set aside on the ground common to the appellant as well as to the non-appealing parties, the benefit of the decision is available to all. AIR 1965 SC 1874. Followed (Para 43)

Cases referred:

Chronological Paras

AIR 1971 SC 2392 == 1971-2 SCC909	
M.K.Balakrishna Menon V Asstt. Controller	21
AIR 1971 SC 2513 == 1971 Ker LT 852 == 1971 Tax LR 1764	
Inspecting Asstt. Commr. of Agricultural Income-tax	
V. Ramunni Panicker.	21
AIR 1967 SC 1786 == (1967) 3 SCR 454, Mangal Singh V. Rattno.	25
AIR 1967 Ker 210 == (1967) Ker LT 148 (FB) Asst. Controller	
of Estate Duty cum Income-tax Officer Ernakulam V.	
Balakrishna Menon	21
AIR 1965 SC 1874 == (1965) 3 SCR 550, Nirmala Bala V.	
Balai Chand	43
AIR 1960 SC 1080 == 1960 3 SCR 887 Kochunni V.	
State of Madras & Kerala	4, 28
AIR 1940 Mad 236 == 1939 Mad WN 1073	
Veerabhadrayya V. Seethamma	35

K. Prabhakaran for Appellant.

KRISHNAMOORTHY IYER, J. :--

These appeals arise out of O.S. 65 of 1956 on the file of the Subordinate Judge's Court, Ottapalam. The Plaintiff, who filed the suit on 22-12-1956 was transposed as the 52nd defendant and the 18th defendant was transposed as the plaintiff by the order dated 8-6-1965 passed in I.A. 447 of 1965.

2. The suit as originally instituted, was for partition, and separate possession of the plaintiff's share in plaint B to F schedule items based on the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1955). The plaintiff and defendants 1 to 31 are members of Kunnathat Madambil Swaroopam known as Mannarghat Nair Veedu. It is an ancient chieftain family. There are two Sthanams attached to that family which are held by the two senior-most male members of the family and known as Mooppil Sthanam and Elaya Sthanam, the incumbents being known as Moopil Nayar or Valiya Nayar and Elaya Nair. There are properties attached to the two (Page No. 151) sthanams.. The senior-most female member of the family is called Amma Nethiar who used to manage the properties of the tarwad. It is admitted that the members of the family are governed by the Madras Marumakkathayam Act, 1932 and the Madras Marumakkathayam (Removal of Doubts) Act of 1955 (Madras Act of 32 of 1955). The properties belonging to the tarwad of the parties have been partitioned in O.S. 51 of 1944 on the file of Sub-Court Ottapalam. The plaint B schedule consists of immovable properties attached to the Mooppil Sthanam. The movables belonging to Mooppil Sthanam are comprised in plaint D schedule. The amounts lying to the credit of Mooppil Sthanam in the Land acquisition proceedings pending in the Sub-Court Palghat are comprised in the Plaint F Schedule. The holder of the Mooppil Sthanam on the date of institution of the suit was the first defendant.

3. C Schedule immovable properties are attached to the Elaya Sthanam and the movables belonging to the Elaya Sthanam are shown in E schedule. The Elaya Sthanee on the date of suit is the second defendant.

4. Under the Madras Marumakkathayam (Removal of Doubts) Act, 32 of 1955 every sthanam possessing one or other of the three characteristics mentioned therein shall be deemed and shall be deemed always to have been the properties belonging to the tarwad. The suit when it was filed in 1956 was based on the provisions of the Madras Act 32 of 1955. The validity of the Madras 32 of 1955 was challenged before the Supreme Court in Kochunni V. States of Madras & Kerala. AIR 1960 SC 1080 and the Supreme Court declared that the Madras Act 32 of 1955 is void and ultra vires the Constitution. The decision of the Supreme Court was rendered on 4th May, 1960. In view of that decision, the claim of the plaintiff based on Madras Act 32 of 1955 could not have been legally sustained.

5. The first defendant who was the Moopil sthanee died on 3-1-1960. The plaintiff then filed I.A. 163 of 1960 for Plaint B, D and F schedule properties attached to the Moopil Sthanam under Section 7(3) of the Hindu Succession Act,

1956. The prayer for amendment was allowed by the trial court and that order was confirmed in revision by this Court. As a result of the amendment C and E schedule items in the plaint which were properties attached to the Elaya Sthanam were deleted from the plaint. Thus the suit confined itself to a partition of the properties which were attached to the Valiya Sthanam. The personal heirs of the first defendant who are his wife and children were impleaded as defendants 31, 32 and 44 to 47. The D schedule in the plaint was also amended as D1 schedule comprising the movable properties belonging to the Moopil Sthanam.

6. The first defendant when he was the Moopil sthanee had executed leases; mortgages etc., in respect of the private forests attached to the sthanam and also executed licences for cutting and removing trees from private forest belonging to the sthanam. These documents are referred to in paragraph 11 of the plaint. The plaintiff's case is that these documents are not binding on the Mooppil sthanam and the plaint B schedule properties have to be partitioned free of those claims.

7. The learned Subordinate Judge upheld the plea of the plaintiff and passed a preliminary decree and judgment for partition of the properties in the plaint B, D1 and F schedule, item 80 in the D schedule is an elephant and house mentioned in the additional written statement jointly filed by defendants 9 to 18, 29 and 30 into 33 shares and for allotment of one share each to 17, 19 to 30, 48, 49, 52 and the share of the first defendant to defendants 31, 32 and 44 to 46 free from the rights under the documents mentioned in paragraph 11 of the plaint.

8. The appeals have been filed against the preliminary judgment and decree of the Court below.

9. **A.S. 169 of 1967 is by the plaintiffs; A.S. 164 of 1967 is by the second defendant and A.S. 394 of 1967 is by defendants 31, 32, 45 and 46; A.S.113 of 1967 is by 35th defendant A.S. 20 of 1968 is by the 43rd defendant; and A.S. 69 of 1967 is by the 51st defendant.**

10. The learned Judge has found that the lease in favour of the 33rd defendant (which document has not been produced in the case) Ext. A-91 lease dt. 29-8-53 in favour of the 34th defendant, leases in favour of defendants 37 and 38 to 42 (which documents also have not been produced in the case) granted by the first defendant are not binding on the sthanam properties. These defendants have not objected to that portion of the decree against them which has now become final.

11. The learned Judge has also found that the licence for cutting trees granted by the first defendant to the 38th defendant in respect of 2000 acres in Attappadi Malavaram is within the competence of the sthanee and cannot be set aside. Since the period of the licence has expired the learned Judge has directed

a partition of the property free from the rights created by this licence. This part (152) of the decree is not also challenged before us.

12. Though the 34th defendant has assigned his right under Ext.A91 for a part of the property therein viz., 100 acres to 35th defendant by Ext. B 152 dated 29-8-1960 based on a contract of purchase dated 23-12-1956, the 35th defendant has not sought to uphold the validity of Ext.A91 in A.S. 113 of 1967 which the 35th defendant has filed.

13. **Thus the validity of Exts. A 88, B 28, A11, B 36, A 24, B 149, B 170 and A 9 alone are challenged in A.S. Nos. 69, 113, 394 of 1967 and A.S.20 of 1968.** Of these documents Ext. A9 is a mortgage with possession and Ext. A 24 is a licence granted for the cutting of trees from private forests belonging to the Mooppil Sthanam. The other documents are leases granted by the first defendant in respect of private forests attached to the Mooppil sthanam for a term very much in excess of 12 years.

14. Ext. A 88 dated 12-4-1950 is the lease deed executed by the first defendant for 800 acres of private forests attached to the Mooppil sthanam. The 37th defendant was on the relevant date the Karyasthan of the Mooppil sthanam. Ext. A-19 dated 23-6-1954 is the notice issued by the 31st defendant, the wife of the first defendant to the 37th defendant demanding a transfer of the property comprised in Ext. A-88 on the ground that Ext. A88 is benami for her. The 37th defendant subsequently assigned his rights in Ext. A 88 to the 31st defendant by Ext. B-167 dated 20-10-1956. In respect of 600 acres out of 800 acres in Ext. A-88, the 31st defendant assigned her right to the 51st defendant by Ext. B 164 on 24-9-1962 after filing of the suit.

15. **Ext. B-28 dated 23-7-1950 is the lease to defendants 32, 42, 44 and 45 who are children of the first defendant in respect of 2000 acres of private forests in Attappadi Malavaram.** Exhibit A-11 dated 15-6-1951 is a lease to 31st defendant in respect of 600 acres of private forests. Ext B-36 dated 5-5-1956 is a mining lease to the 32nd defendant, a son of the first defendant. It was agreed before us that in pursuance to Ext. B-36, no mining operations were done in the property comprised therein and that the 32nd defendant is not claiming any rights over the property comprised in Ext. B-36. **In view of this submission, it is not necessary to go into the validity of Ext. B-36.**

16. Ext. A-9 dated 2-4-1954 is a possessory mortgage by the 1st defendant in respect of properties outstanding with the tenants from the sthanam. Ext. A 24 dated 30-5-1955 is a licence granted by the first defendant to the 32nd defendant, his son for cutting and removing trees from 20,000 acres of private forests for a period of 10 years. Ext. B-26 dated 24-6-1955 is a licence granted by 32nd to 35th defendant for cutting trees from 2,000 acres out of 20,000 acres comprised in Ext. A-24. During the pendency of the suit, the period of licence had expired. The Court below granted a decree for recovery of possession of the

property from the licensees on the basis that the licensees are in possession. There is no objection to this part of the decree of the learned Judge.

17. In A.S. 394 of 1967, we are, therefore, concerned with the validity of Exts. A-88, B-28, A-11 and A-9. A part of the property comprised in Ext. A 28 is conveyed to the 51st defendant by Ext. B-164. The appeal by 51st defendant is A.S.69/1967.

18. A.S. 113 of 1967 is by the 35th defendant and the subject matter of that appeal is Ext. B-149 dated 24-6-1956 in respect of 2001 acres of private forests.

19. Defendants 31, 32, 35, 43, 45, 46 & 51 apart from supporting the validity of the transactions in their favour, had a common contention based on S.7 (3) of the Hindu Succession Act 1956 as amended by Section 27 of the Kerala Sthanam properties (Assumption of Temporary Management and Control) and Hindu Succession (Amendment) Act 1958 (Act 28 of 1958). Before adverting to the said contention, it will be advantageous to extract Section 7 (3) of the Hindu Succession Act and also the said provision as amended by the Kerala Act 28 of 1958 in its application to the State of Kerala. Section 7 (3) of the Hindu Succession Act reads:

“Notwithstanding anything contained in sub-section (1), when a sthanamdar dies after the commencement of this Act, the sthanam property held by him shall devolve upon the members of the family to which the sthanamdar belonged and the heirs of the sthanamdar as if the sthanam property has been divided per capita immediately before the death of the sthanamdar among himself and all the members of his family then living and the shares falling to the members of his family and the heirs of the sthanamdar shall be held by them as their separate property.

Explanation: For the purpose of this sub-section, the family of a sthanamdar shall include every branch of that family whether divided or undivided, the male members of which would have been entitled by any custom or usage to succeed to the position (153) of the sthanamdar if this Act had not been passed.

Explanation II: The devolution of sthanam properties under this sub-section (3) and their division among the members of the family and heirs shall not be deemed to have conferred upon them in respect of immovable properties any higher rights than the sthanamdar regarding eviction or otherwise as against tenants who were holding such properties under the sthani.”

The amendment of Section 7(3) of the Hindu Succession Act in its application to the State of Kerala, was necessitated to provide for the devolution of properties attached to a sthanam in respect of which by the customary law of

Malabar females are entitled to succeed as sthanis and also to bring within the ambit of legislation the Mappila Marumakkathayam tarwads.

20. The submission on behalf of the appellants claiming under the documents executed by the first defendant was threefold. The first was that Section 7 (3) of the Hindu Succession Act as amended by the Kerala Act, can apply only to those sthanams where all the members, of the family whether male or female are entitled to become sthanees. The provision now in force, it is argued, cannot apply to a case where among the members of a family either male or female member has got the exclusive right to become sthanees. In our view there is little substance in this contention. Section 7 (3) deals with sthanam properties and provides for their devolution among the members of the family of the sthanamdar and his personal heirs. In view of the customary law in Malabar whereby it is open to a female member of a family to become a sthanee it was felt that Section 7 (3) of the Hindu Succession Act was incomplete in the matter of providing for devolution of all the sthanam properties. It was this reason that prompted the amendment of Section 7 (3) of the Hindu Succession Act by Kerala Act 28 of 1958. If the plea advanced on behalf of the appellant is accepted almost all the sthanoms in existence in Malabar will fall outside the operation of Section 7 (3) of the Hindu Succession Act as amended in its application to the State of Kerala and thereby the purpose of the Act itself will be defeated. **We therefore, feel no hesitation to repel this ground.**

21. The Second submission was that in view of the legal fiction embodied in Section 7 (3) only those sthanam properties held by the sthanatee immediately before his death are liable to be divided. It was argued that, according to the said provision, a notional partition has taken place among the sthanamdar and other members of his family in respect of the then existing properties alone and if so, the parties can get only a share subject to all alienations or leases granted by the sthanamdar prior to the date of the notional partition. The fiction of notional partition in Section 7 (3) of the Hindu Succession Act is only for the ascertainment of the per capita share which the members of the family and the personal heirs of the sthanamdar will be entitled to. In interpreting the Section 7 (3) of the Hindu Succession Act, a Full Bench of this Court in Asst. Controller V. Balakrishna Menon, 1967 Ker LT 148 == (AIR 1967 Ker 210 (FB) observed at page 154:

“The first portion of sub-section (3) of Section 7 clearly shows that what passes on the death of a sthanamdar is the whole of the sthanam property held by him. It says:

‘When a sthanamdar dies after the commencement of this Act, the sthanam property held by him shall devolve upon the members of the family to which the sthanamdar belonged and the heirs of the sthanamdar.’

The second portion of that sub-section has nothing to do with the extent of the property that passes on the death of a sthanamdar. It only deals with the distribution of that property, the distribution directed being 'as if the sthanam property had been divided per capita immediately before the death of the sthanamdar among himself and all the members of his family then living.' The device of the "as if" should be confined to the purpose for which it was intended."

The above decision was confirmed in appeal by the Supreme Court in decision reported in M.K. Balakrishna Menon V. Asst. Controller, 1971 (2) SCC 909 == AIR 1971 SC 2392) where their Lordships held that the statutory fiction embodied in Section 7 (3) of the Hindu Succession Act, 1956 should be confined for the purpose of choosing the heirs and it cannot be extended further. In inspecting Asst. Commissioner of Agriculture Income-tax V. Ramunni Panicker, 1971 Ker. LT 852 == AIR 1971 SC 2513) their Lordships of the Supreme Court following the decision in 1091 (2) SCC 909 == (AIR 1971 SC 2392) observed at page 855:

"Section 7 (3) of the Hindu Succession Act embodies a fiction. The purpose of that fiction was to gradually abolish the sthanams and to provide for devolution of the sthanam properties on the members of sthanam tarwad except as regards one per capita share which the personal heirs of the sthanamdar (154) are to inherit as the heirs of the sthanamdar."

In view of these decisions, we cannot accept the contention that S.7 (3) only provides for the devolution of those properties of the sthanam which the sthanamdar had immediately before this death.

22. The next submission was based on the words "sthanam property held by him", in Section 7(3) of the Hindu Succession Act. It was argued that when a property is alienated or leased by a sthanee even in excess of his powers such property held by sthanamdar and that property falls outside the scope and ambit of Section 7 (3) of the Hindu Succession Act. We cannot agree, as in our view it is not necessary that because of the words "held by him" in Section 7 (3) of the Hindu Succession Act the sthanee should have actual control over the sthanam properties at the time when the devolution based on Section 7 (3) of the Hindu Succession Act opens.

23. The plea of the counsel for the appellant that the words "sthanam property held by him" in Section 7 (3) include only those sthanam properties which are in the actual or constructive possession of the sthani or at least those which can be dealt with by him cannot be accepted. Those words do not indicate that the ascertainment of the sthanam properties has to be just before the death of the sthanamdar. The scope of Section 7 (3) of the Hindu Succession Act is not to validate all the unauthorised alienations or imprudent transactions of sthanam properties by a sthani. The effect of accepting the submission of the appellant is to give a charter to the sthanis in office on the date of the Hindu Succession Act to

unlawfully deal with the sthanam properties and thereby deprive the statutory heirs of the legitimate shares therein. We do not think that is the intention of the legislature when it used the words “sthanam property held by him” in the section. The word “held” only connotes the existence of a legal title in the properties of the sthanam and nothing more.

24. The estate taken by a sthani in the sthanam property is not absolute. He has no unlimited power of alienation of the sthanam property, though he is entitled absolutely to the income accruing therefrom during his life-time. But it has been judicially recognised that he has however the power of charging the sthanam property or alienating the same when it is necessary or beneficial to the sthanam. The fact that by an unauthorised alienation, the alienating sthani becomes incapable of derogating from his grant by applying the principle of estoppels does not mean the extinguishment of the right of the sthanam over the sthanam property. The disability of the alienating sthani to get back the property overlooking the alienation is because of the operation of the principle of estoppels, which cannot apply to the statutory heirs under section 7 (3) of the Hindu Succession Act as they do not claim through the sthani. So long as the right of the sthanam property is not extinguished by an unauthorised alienation the said property continues to be sthanam property held by the sthani within the meaning of Section 7 (3) of the Hindu Succession Act. The improper alienation will not divest the sthanam or the successor sthanees of their right over the sthanam property. This principle can be well brought out by a simple illustration. Suppose a sthani alienates only his rights of enjoyment over the sthanam property during his lifetime after Hindu Succession Act came into existence. It will not be possible then to contend because the sthani is not in possession of the property held by him within the meaning of Section 7(3) of Hindu Succession Act. **The very fact that he has alienated only his life-interest shows that after his death, the property comes back to the sthanam to be enjoyed by the successor sthani.**

25. The attempt of learned counsel for the appellants in A.S. 394 of 1967 to interpret the words “sthanam property held by him” in Section 7 (3) of the Hindu Succession Act in the light of the decision of Mangal Singh V. Rattno. AIR 1967 SC 1786, cannot stand scrutiny. That was a case which interpreted Section 14 (1) of the Hindu Succession Act, the wording of which is entirely different from that of Section 7(3) of the Act.

26. It was then contended relying on the Explanation II to Section 7 (3) introduced by Act. 28 of 1958 in its application to the State of Kerala that the statutory heirs under Section 7 (3) of the Hindu Succession Act cannot have any higher rights in the property than what the sthanamdhar had at the time of his death and if at the time of the death the sthanamdhar had no right to get rid of his own alienations and recover possession of the property, the statutory heirs under Section 7 (3) cannot exercise that right. We do not think that this submission is justified by the wordings of Explanation II to Section 7 (3) of the Act. The said Explanation reads:

“The devolution of sthanam properties under this sub-section (3) and their division among the members of the family and heirs shall not be deemed to have conferred upon them in respect of immovable properties any higher rights than the sthanamdar regarding eviction or otherwise as against tenants who were holding such properties under the sthani.”

The ambit of the above Explanation is not so wide as it is attempted to be construed by the counsel for the appellant. It deals with the right of the successor to evict tenants who are holding the sthanam properties under the sthani. If on the basis of a prudent lease granted by a sthani during his lifetime on account of any statute legislation the lessor sthani was prevented from recovering possession of the property from the tenant, the disability may be there in the case of the statutory heirs also. It is not necessary to express a final opinion on that aspect for the purpose of this case. Suffice it to say that Explanation II of Section 7 (3) of the Hindu Succession Act has nothing to do with the rights of the statutory heirs to get rid of unauthorised alienations or imprudent leases executed by a sthani in respect of a sthanam property when he was the sthanam holder. We there fore, repel all the contentions based on Section 7 (3) of the Hindu Succession Act.

27. We shall now take up the validity of Ext. A-9 mortgage with possession and also the leases Exts. A-88, B-28, A-11, B-149 and Ext. B-170. Before considering the validity of these documents, it is necessary to note the financial position of the sthanam at about the time when these documents were executed. **It is brought out in evidence that the sthanam possessed of more than a lakh and odd acres of forest lands besides other properties which yielded an annual income of 16000 paraahs of paddy and Rs.60,000/- every year.** Ext. A-48 is the partition deed in the 31st defendant's tarwad in which she has been allotted only a sum of Rs.500/- in cash. This shows that the 31st defendant was not possessed of any immovable properties of her own.

28. Now we shall take up Exhibit A-9, the usufructuary mortgage with possession dated 8-7-1954 in favour of 31st defendant, the wife of the first defendant for Rs.18, 000/- in respect of certain properties, which are outstanding with tenants on the date of Ext. A-9. The rent due from the tenants for the properties comprised in Ext. A-9 was 1955 paraahs of paddy. The 31st defendant has been directed to collect these amounts and appropriate 1260 - 16 nazhi paraahs towards interest on the sum of Rs.18, 000/-. She is also directed to pay Rs.360/- by way of revenue of the property every year for which she has been directed to appropriate 300 paraahs of paddy. The purappad payable under Ext. A-9 to the first defendant is 395 paraahs of paddy per annum. Exts. A 27 and A -34 are account books of the sthanam for years 1-4-52 to 31-3-1953 and 1-4-1953 to 31-3-1954 produced to show that there has been substantial balance standing to the credit of the sthanam at the end of these years and to prove that there was no necessity to borrow any amount for the benefit of the estate by charging the corpus of the sthanam property. It is not necessary for considering the validity of Ext. A-9 to examine the question whether there was any surplus remaining with the sthanam

on the basis of Exts. A-27 and A-34. It is significant that the necessity for the borrowing is not mentioned in A-9. It was also not proved by any evidence as to the necessity for the borrowing under Exts. A-9. The interest for the amount due under Ext. A-9 as the terms of the documents will come to about 30 to 35 % per annum. There is also no evidence to prove the source from which the 31st defendant could have made up the amount mentioned in Ext. A-9. There was an attempt to prove that this amount was advanced by 31st defendant from sthanam on the basis of promissory notes executed by her. But in the absence of any evidence to show that the 31st defendant had any independent source of money and also because of the absence of any case that any income from the sthanam property had been gifted to the 31st defendant by the 1st defendant, we need not examine the question whether any consideration was really paid under Ext. A-9. Assuming that Ext. A-9 is supported by consideration, it is necessary that benefit to the estate has to be proved. The law is well settled in view of the decision of the Supreme Court in AIR 1960 SC 1080, that to uphold an alienation by a sthani of immovable property belonging to the sthanam, there should be legal necessity or benefit to the estate. In AIR 1960 SC 1080, Subha Rao, J speaking for the Court has observed at page 1102 thus:

“ The legal position of a sthanee is equated to that of a Hindu widow in that he represents the estate for the time being and he can alienate the properties for the necessity or for the benefit of the estate. Unlike a Hindu widow, the successor to a sthanee is always a life-estate holder.”

The burden to prove that Ext. A-9 is for necessity binding on the sthanam or for the benefit of the sthanam is on the 31st defendant. We have to say that the evidence to prove benefit or necessity to the sthanam is absolutely wanting in this (156) case. **We therefore agree with the learned judge in holding that Ext. A-9 is not binding on the sthanam or the successors of the sthanam property.**

29. Out of the leases that are questioned in this case Ext. A-88 and A-11 are in favour of the 31st defendant while Ext. B-28 is in favour of defendants 32, 44 and 45. As we have already said 31st defendant is the wife of the first defendant and defendants 32, 44 and 45 are his children. Before we consider the question whether those lease deeds have been executed by the first defendant as a prudent manager of sthanam property, we have to make certain general observations which may be relevant in considering the validity of Exts. B-149 and B-170 also.

30. It is a general principle of law that, a person cannot confer a better title on another in respect of immovable property than what he himself possesses. Normally, therefore, a lease executed by the sthani in office must terminate with his life and it cannot be binding on the successor sthani. The question whether when a lease deed is executed for a term in exercise of the right of prudent management of the sthanam properties and before the expiry of the said term the lessor sthanee dies whether the remaining term will be binding on the successor sthanee need not engage our attention for the purpose of this case. Ext. A-88

which is dated 12-4-1950 is in respect of 800 acres of private forests, Exts. A-11 which is dated 15-6-1951 is in respect of 600 acres of private forests. Ext. A-11 is for 24 years and the purpose of the lease is for effecting plantation such as rubber, tea, coffee, pepper and cardamom. Under Ext. A-11 there is a payment of Rupees 1200/- by way of premium. In Ext. A-88, there is a term of 24 years coupled with an option of renewal for another term of 24 years. The document stipulates a payment of Rs.4,000/- by way of premium. Sanction from the District Collector is necessary for leasing private forests under the provisions of Madras Preservation of Private Forests Act. The sanction obtained from the District Collector for the execution of Ext. A-11 and A-88 has not been produced in the case. In Ext. A-88, there is no mention of any sanction have been obtained for granting of the lease. But in Ext. A-11, it is stated that the necessary sanction has been taken from the Collector for the granting of the lease. The properties described in the schedule in Exts A-11 and A-88 comprises a very large area from out of which the properties leased have to be ascertained after necessary survey operations. There is no evidence to show that any such survey operation was done at the instance of the 31st defendant and the properties mentioned in Exts. A-88 and A-11 as having been leased have been demarcated. At about the time when these leases were granted, the first defendant was about 75 years or 80 years old. The long term, for which those leases have been granted coupled with the near relationship of the parties shows that these leases have not been granted in exercise of prudent act of management by the sthani. **The periods mentioned in these documents are so long that they are more in nature of alienation of sthanam property with the knowledge that those properties may not be available to the successor sthani for being enjoyed. We, therefore, agree with the learned Judge that Exts A-88 and A-11 cannot be binding on the sthanam or the heirs under Section 7 (3) after the death of the first defendant.**

31. What we have observed in regard to Exts. A-88 and A-11 must apply to Ext. B-28 also. We, therefore hold that Ext. B-28 also cannot bind the statutory heirs under Section 7 (3) of the Hindu Succession Act.

32. We shall now take up Ext. B-149 in favour of the 35th defendant and Ext. B-170 in favour of the 43rd defendant. Ext. B-149 is in respect of 2001 acres of private forests in the Attappadi Malavaram. Ext. B-149 is dated 24-6-1956 and Ext. B-170 is dated 24-3-1951. The schedule attached to these documents show that the properties leased have not been identified. The responsibility is cast on the lessees to survey these properties and then demarcate the lands leased within a particular time mentioned in these documents. The purpose of those leases is also to effect plantation. At the time of the execution of these documents, it is not disputed that the first defendant was very old. But considerable stress was laid by the counsel appearing both for defendants 35 and 43 to show that these documents are in the ordinary course of management of sthanam properties and some discretion has to be given to the sthani in the management of the sthanam property and in considering the question whether these leases are prudent acts of management, the Court should not scrutinise these transactions very closely. It

was also pointed out that the properties covered by transactions are so insignificant when compared to the properties which the sthanam was holding at the relevant time. It was also submitted that the only mode of enjoying private forests in Malabar area especially attached to sthanam is by granting permission to cut and remove trees or by leasing those lands. We do not think that these arguments are open to doubt.

33. But taking into account the recitals in the leases granted to the 35th (157) defendant and 43rd defendant, it will not be possible to hold that they are prudent acts of management. Some emphasis was laid on the fact that in the properties comprised in the leases in favour of defendants 35 and 43 the first defendant had already granted permission in favour of strangers to cut and remove trees. That license was in force on the date when leases were granted to the 35th defendant and to the 43rd defendant. It was not contended before us that the leases in Ext. B-170 will have no right to cut and remove trees from the property comprised therein. In the case of Ext. B-149, there was a term of more than 9 more years for the license to cut and remove trees to expire. In Ext. B-149 also after the expiry of that license the lessee therein will have the right to cut and remove trees. Even if the granting of leases and the license to cut and remove trees from private forests are the normal mode of enjoyment of private forests, it is necessary for the lessees to prove that in the circumstances in which these documents have been executed they are prudent transactions executed by the first defendant. It is admitted that the first defendant was very old and weak. Though there was an attempt to show that the first defendant on the relevant date was of unsound mind, the learned Judge has not accepted that case. We also agree that evidence is wanting in this case to show that the first defendant was of unsound mind on the relevant date. But that does not mean that these transactions are valid. The first defendant was old, bald and infirm and surrounded by defendants 31, 32 and 42 to 46 who have taken advantage to get leases. The burden is heavy on defendants 35 and 43 to show especially because of the long term for which these leases have been granted that they are prudent acts of management. The submission on behalf of the defendant 35 and 43 was that when the purpose of the lease was to effect plantation upon the property, normally there should be such long terms. But the condition in these leases is that after the expiry of these 48 years improvements will have to be paid to the lessee before the properties are surrendered. There is no evidence in this case to show that whether the first defendant was on the relevant date apprised of the quantum of improvements which the sthanam has to pay for taking back the property. In view of the large extent of property in which the lessees have been given permission to effect improvements will be enormous with the result that the successors of the first defendant will be effectively deprived of getting back the property as it is not pointed out that the sthanam will be in such financial position to redeem these properties. The clause in the lease deed is only to the effect that if the property is abandoned by the lessees, no value of improvements need be paid. There is no recital in Ext. B-149 that after the expiry of the term therein, the lessees will not be entitled to any value of improvements if there is a demand by the lessor for

surrender of possession of the property. The learned Judge has found that neither the 35th defendant nor 43rd defendant has conformed to the recitals in the respective lease deeds regarding the survey and identification of the properties leased under Exts. B-149 and B-170. The 35th defendant has produced Ext. B 153. the survey plan alleged to have been signed by the first defendant and handed over to 35th defendant. In our view it is not necessary to enter a finding as to the genuineness of Ext. B-153 as we have already expressed the view that Ext. B 149 is not binding on the sthanam and the plaintiff and other heirs in this case. Though it is not possible to hold that the first defendant has accepted the location of the property, in Exts. B149 and B-170, there is considerable evidence to prove that both the 35th defendant and 43rd defendant have surveyed the properties within the boundaries mentioned in the respective documents and have taken possession of the portions of the same and effected improvements in some portions. P.W.1 in his evidence has admitted that the officers of 35th defendant had been to the property and conducted survey operations. D.W.4, 43rd defendant has also stated that he is in possession of the properties comprised in Ext. B-170. Ext. A-110 is the administration report for the year 1956 to 1957 of the 35th defendant. There is a short paragraph in page 15 of Ext. A110 to the effect that the survey operations for the purpose of identifying the 2001 acres in Ext. B-149 have been almost completed. Probably, even though the plan has not been accepted by the first defendant, the fact remains the same even during the year 1956-57. Similar is the position regarding 43rd defendant. In view of this, it was argued that these defendants have effected considerable improvements in the property the value of which they are entitled to get. In case they are liable to be evicted. The learned Judge has disallowed the claim for improvements advanced by defendants 35 and 43rd both on the basis of Section 51 of the Transfer of Property Act and under Act 29 of 1958. **No doubt, in the appeal filed by defendants 35 and 43 though this finding of learned Judge has been objected to, the claim of value of im-(158)provements had not been valued and court-fee paid. But we do not think that we should be so technical as to disallow the claim for improvements advanced by these defendants on the mere ground of non-payment of court-fee if otherwise, their claim can be sustained under law.**

34. Section 2 (d) of Act 29 of 1958 defines "tenant." Section 4 of the Act provides that every tenant shall on eviction be entitled to compensation for improvements which were made by him or his predecessor-in-interest. Section 2(d) (i) includes a person who, as lessee, sub-lessee, mortgagee or sub-mortgagee or in good faith believing himself to be lessee, sub-lessee, mortgagee, or sub-mortgagee of land, is in possession thereof and clause (iii) includes a person who comes into possession of land belonging to another person and makes improvements there on in the bona fide belief that he is entitled to make such improvements. The first defendant cannot during his lifetime recover possession of the properties comprised in the lease deeds in view of the term. Even if he is entitled to recover possession of those properties, he is answerable to the lessees for improvements effected by them. In view of these circumstances, we can safely conclude that the improvements were made by the defendants 35 and 43 in the

bona fide belief that they were entitled to make such improvements in the properties comprised in Exts. B-149 and B-170. If so, they are entitled to be paid the value of improvements under Section 4 of Act 29 of 1958 at the time of eviction. But the leases in favour of these defendants were granted subject to the licenses for cutting and removal of trees. If for the purpose of effecting plantations after the expiry of these licenses, the lessees have cut and removed the trees from the properties they are liable to the sharers to account for such trees and the net value from those trees received both by defendants 35 and 43 will have to be finally adjusted in their claim for improvements in the properties. **We, therefore, hold that defendants 35 and 43 are entitled to claim value of improvements effected to claim value of improvements effected in the property subject to adjustments after rendition of accounts as stated above. This enquiry will be conducted in the execution proceedings after passing of the final decree.**

35. Counsel for the appellant in A.S.113 of 1967 next contended that in the suit which is for partition and recovery of the plaintiff's share, the impugned alienation and the leases can be set aside only in respect of 1/31 share belonging to the plaintiff and the decree for partition and the allotment of the shares to the defendants free from these documents cannot be sustained and in support of this proposition, relied on Veerabhadrayya V. Seethamma, AIR 1940 Mad 236. The right of a co-tenant or co-sharer to recover possession of the co-ownership property from a stranger in adverse possession to all the co-owners was not disputed at the Bar. On the other hand, the decision in AIR 1940 Mad 336, relied on by the appellant's counsel also confirms this proposition. In that decision, the learned single Judge of Madras High Court observed at page 239:

“ Where a tenant-in-common sues to recover possession of the entire property, it may be open to him to join other tenants in common as parties to the suit and claim to recover joint possession on behalf of himself and the other co-tenants. But where a tenant-in-common only sues to recover possession of his share making the other tenants parties to the suit, the question is, will it be open to the other co-tenants to claim and recover possession of their shares? No doubt for the delivery of possession of one-sixth share a partition may be incidental and for that purpose the other tenants-in-common may be proper parties to the proceeding, the actual division to be effected being ancillary relief to be given to the plaintiff. The suit against a stranger in adverse occupation of the property being in substance one in ejectment he would certainly be not interested in the claim for partition among the co-tenants. His defence against each of the tenants-in-common may be different. Some of the tenants-in common may be adults and some minors. It may be that the claim on the part of the adults to recover their shares may be barred by limitation whereas the claim on behalf of the minors may not.”

In a suit for partition, every sharer-defendant is in the position of a plaintiff.

It is open to that sharer to claim his share on the suit without putting himself to the trouble of bringing a separate suit for partition of his share. In such circumstances,

if a defendant-sharer in his written statement has avoided an alienation impugned by the plaintiff, we do not find any reason why a relief should be disallowed to that defendant for a share free of the alienation. We find it difficult to accept the reasoning of the learned single Judge in AIR 1940 Mad 236. **In the case before us, all the defendants-sharers have claimed their share in the property free from the documents challenged by the plaintiff. The sharers-defendants have also stated that the mortgages and the leases objected to by the plaintiff are not binding on the estate. We are, therefore, of the view that the (159) plea of the counsel for the appellant in A.S.113 of 1967 is devoid of substance.**

36. Counsel for the appellant in A.S. 394 of 1967 contended that his parties are entitled to benefit under S.43 of Malabar Tenancy Act and this has to be relegated to the final decree proceedings. The suit was instituted in 1956 when the Malabar Tenancy Act was in force. There was no contention based on S.43 of the Malabar Tenancy Act. It has been founded by us and also by the Court below that the leases in favour of the appellants in A.S.394 of 1967 are binding on the sthanam and they are not prudent acts of management. In such cases, there is no scope at all for applying Section 43 of the Malabar Tenancy Act.

37. Counsel for the appellants in A.S. 394 of 1967 then advanced special claims in the house in Palghat belonging to the sthanam. His first complaint was that this property has not been scheduled to the plaint. The 18th defendant when he filed the written statement before he was transposed as the plaintiff had included the building in Palghat as a partible asset belonging to the sthanam. The submission by the appellants in A.S. 394 of 1967 was that even after transposition the 18th defendant had not chosen to include this property in the plaint schedule. We do not think that its non-inclusion in the plaint schedule is a ground to hold that this Palghat building is not partible asset belonging to the sthanam. The appellants in A.S. 394 of 1967 advanced special rights over this building on the basis of a Munpattom Ext. A10 executed by the first defendant. Ext. A-10 provides for a rent of Rs.30/- per year. It is dated 4-9-1956. As we have already held in respect of other transactions in Ext. A-10 cannot have any force after the death of the first defendant. On the basis of Ext. A-10, therefore, the 31st defendant cannot advance any special rights over this building in Palghat.

38. Lastly, the counsel for the appellants in A.S. 394 of 1967 advanced a contention that in the final partition, an equitable direction has to be given by this court for allotment of this building to the share of the 31st defendant. This prayer was hotly contested by counsel for the plaintiff on several grounds including the one based on the improvements effected to this building by the Receiver in possession of the property by spending a substantial sum of Rupees 12,000/-. We do not want to express any final opinion on this matter except to permit the appellants in A.S. 394 of 1967 to raise their plea for an equitable direction for the allotment of the residential building in Palghat in the final decree proceedings. When such a claim is raised, the lower court will dispose of the same on the merits

after hearing objections of the sharers in the property. We make it clear that we are not expressing any opinion at all one way or other on the claim of the appellants in A.S. 394 of 1967 for an equitable allotment of this building to their share.

39. The next ground raised by the appellants in A.S. 394 of 1967 relates to a High School in B schedule items 759 and 763. This is one of the grounds in A.S.169 of 1967 by the plaintiff. The learned Judge has after finding that the school belongs to the sthanam left the question of management of the school to be decided by the committee, which is now functioning to manage this school. The discussion of the learned judge is in paragraph 123 of his judgment. The school is situated in the property belonging to the tarwad of the parties. A portion of the same was taken on lease by the then sthani. The leasehold right in respect of the remaining portion of the property was taken assignment of by the sthanam from strangers. It has been proved in this case that the school building was constructed in 1925 by the then sthani. In 1929 the school was surrendered to the Malabar District Board. After some time the District Board stopped conducting the school. The first defendant then filed O.S.199 of 1941 against Malabar District Board in respect of the school, which ended in a compromise. As a result of that compromise the first defendant got back the school and started running the same. The above facts clearly show that the High School situated in B schedule items 759 and 763 belonged to the sthanam. During the lifetime of the first defendant he had constituted a society consisting of himself, the 31st defendant and others including the Headmaster of the school evidenced by Ext. B-64 memorandum of association for conducting the school. The society was recognised by the Education Department. The first defendant was functioning as the correspondent for some time. Even during the lifetime of the first defendant, the 31st defendant was made the president and she was functioning as the correspondent. But when once it is found that the school belongs to the sthanam the society which was constituted by the first defendant can have the legal status of only his agent for conducting the school and with the death of the first defendant there is a termination of that agency and the conduct of the school revert back to the statutory heirs under Section 7 (3) of the Hindu Succession Act. The learned Judge therefore has to frame a scheme (160) for the purpose of running the school. He should not have left the matter to be decided by the society constituted under Ext. B64. We therefore set aside the directions given in paragraph 123 of the lower court's judgment and direct the learned judge to frame a scheme in the final decree proceedings for the conduct of the High School in Plaint B Schedule items 759 and 763 after taking into account all the objections of all the sharers.

40. In respect of the school, there is a claim by the 31st defendant that she had spent Rs.75, 000/- for effecting improvements. We do not find any acceptable evidence to support this claim.

41. Before leaving this part of the case, it is necessary to mention about the National Savings Certificates taken in the name of the first defendant which now stand in the name of the first defendant as President of the society and

correspondent of the school in respect of a sum of Rs.20, 000/- which has been deposited with the Department as security for the conduct of the school. Those certificates which were originally in the name of the first defendant were produced in Court as a result of the inventory that was prepared in pursuance to the orders issued by this Court and those documents were got back by the 31st defendant and they were cashed and renewed in the name of 31st defendant and produced back in Court. But it is seen that the 31st defendant has collected interest due on the National savings Certificates – according to the plaintiff, this interest comes to Rs.8, 000/-. While according to the 31st defendant, it comes only 5,000/-. One of the grounds in the plaintiff's appeal is that the 31st defendant should be called upon to account for the interest received on these National Savings Certificates. The learned Judge has found it unnecessary to give any direction regarding this matter and he says that since this is a matter relating to the administration of the school this question also will be dealt with by the society. The discussion of the learned Judge is contained in paragraph 124 of his judgment. We do not agree with the finding of the learned Judge. This question also will be considered afresh in the final decree proceedings along with framing of the scheme for the management of the school.

42. In view of our finding that the society constituted by the first defendant cannot have any legal existence after his death, counsel for the plaintiff prayed for some interim directions till the passing of the final decree by the Court below for the management of the High School. We give liberty to the plaintiff to move the lower Court for such directions. The lower court will pass appropriate orders after hearing parties who are interested in this matter.

43. Another ground mentioned in A.S. 164 of 1967 relates to accountability of the several parties in possession of the sthanam properties on the basis of the documents executed by the first defendant. The finding on this matter by the learned Judge is not very clear. The claim of the plaintiff is that there should be a direction for accounting from 3-1-1960, the date of the death of the first defendant. Counsel for the appellants in A.S. 394 of 1967 objected to this claim for accounting on the ground that if at all accounting is directed it can only be in respect of the plaintiff's share in the properties because against the decree of the court below most of the sharers have not filed appeals and even in the appeals filed by some of the sharers, this decree of the learned Judge has not been contested. In view of Order 41, Rule 33, Civil P.C., we do not think that any elaborate discussion is necessary for the purpose of showing if the claim of the plaintiff is sustainable, the benefit of that finding must enure to all sharers in the property even though they have not filed appeals. *Nirmala Bala v. Balai Chand*, AIR 1965 SC 1874 on which counsel for the appellant in A.S. 394 of 1967 relies enunciates the principles for applying Order 41, Rule 33. It has been stated by their Lordships that if a finding is set-aside on a ground common to the appellant as well as to the non-appealing parties, then the benefit of the decision must be available to all because of the wording of Order 41 Rule 33. This is made clear by the illustration to that provision itself. We, therefore take the view that even though

appeals have been filed by other sharers, if it is found that there is a liability to account on the part of the person in possession of the property that must enure to the benefit of all the sharers. On the question of accounting, we have provided for defendants 35 and 43 to render accounts for the cutting and removal of trees from the properties belonging to the sthanam. Similarly we have to hold that the appellants in A.S.394 of 1967 will be liable to render accounts for the income of the sthanam properties in their possession from 3-1-1960. This enquiry will be done in the final decree proceedings.

44. Then there remains only A.S.169 of 1967 the appeal by the second defendant. This relates to the sum of Rs.50,000/-, which has been paid to the second defendant on the basis of a voucher, Ext.A-70. The contention on behalf of the plaintiff is that this payment was made in view of the share of the second defendant in the properties attached to the Valiya sthanam whereas according to the second defendant, it is an exgratia payment given to him in (161) consideration of withdrawing the Original Petition that he had filed in the High Court. The dispute between the parties in regard to this amount of Rs.50,000/- has been discussed by the learned Judge in paragraphs 110 and 111 of his judgment. We are constrained to observe that there is no proper consideration of this matter taking into account the various documents and also the oral evidence touching this question. That apart there was an application by the second defendant to be examined on commission. One of the reasons given by the learned Judge to hold this point against the second defendant was because of his non-examination. His application for being examined on commission was rejected. We have heard counsel at considerable length on this aspect. We feel that an opportunity has to be granted to the second defendant for his being examined and we also feel that a mere detailed examination of the question as to the circumstances in which the sum of Rs.50,000/- was paid to the second defendant is necessary. Counsel appearing on behalf of the second defendant submitted before us that in view of the ailment of the second defendant, he may be allowed to be examined on commission. We set aside the finding of the learned Judge in regard to the nature of the payment evidenced by Ext. A-70 and we direct the lower Court to reconsider this question afresh in the final decree proceedings. The second defendant's counsel will file a statement in lower Court mentioning a date for the examination of the second defendant on commission in his residence at Palghat within two months from the date of receipt of records in the trial Court. When such a statement is filed in the lower Court will appoint a commissioner and will give necessary direction to the second defendant to deposit the batta and direct his being examined on commission in his residence at Palghat on the date mentioned in that statement.

45. Appellants in A.S. Nos 69, 113 and 394 of 1967 and A.S. No.20 of 1968 claimed benefit under Sections 7 and 7(d) of Act 1 of 1964 as amended by Act 35 of 1969. We do not express any opinion on this aspect at this stage. But we give liberty to the parties to raise their plea in the execution proceedings when they are sought to be dispossessed of the properties.

46. A.S. No.206 of 1968 arises out of an order issued by the Court below for sale of the building in Palghat about which we have already dealt with. The question whether the property has to be sold or not has to be decided only at the time when the properties are sought to be divided in the final decree proceedings. We therefore, set aside that order and allow A.S.No.206 of 1968. All the remaining appeals are disposed of in accordance with the directions that we have already given. We modify the decree and judgment of the Court below as stated above. We direct all the parties to suffer their costs in this Court.

Order accordingly.

This order pronounced by the Honorable Full Bench of Kerala High Court has now been computerised and printed out for easy reading and reference at a glance.

*K.M. Saseendran Unni,
"Krishna Kripa",
Raja's Colony,
Mannarkkad – 678 582*

Contact me at 04924 222 465 / 094008 22465 / mail to:

kmsunni@ymail.com

689535

203

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 66 & 67 (N) OF 1974

235

Parukutty Amma & Ors.

Certified to be true copy Appellants

Versus

Assistant Registrar (Judl.)

15/5/18.20

SUPREME COURT OF INDIA

Kunnathat Matambil Gopalan

Unni & Ors.

SANDEEP
BHATNAGAR

Digitally signed by
SANDEEP
BHATNAGAR

Date: 2016.04.27

13:10:52 +0530

OR DER

....Respondents

Learned counsel for the appellants states that the dispute in the present appeals has been settled between the parties outside the Court. In this view, these appeals have become infructuous and are, accordingly, dismissed as infructuous. There will be no order as to costs.

Sd/-
.....J.
(K.N. Singh)

Sd/-
.....J.
(Kuldip Singh)

New Delhi,
August 7, 1991

882233

203

23

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 66 & 67 OF 2018

Certified to be true copy of the original

Assistant Registrar (Civil)

12/12/20

SUPREME COURT OF INDIA

APPLICATION FEE Rs. 5/-

A1 No. 27578
Urgent Fee : Rs. 5/-
Certification Fee : Rs. 10/-
No. of Folio 1
Total Cost Rs. 16
(a) application filed on :- 18/9/18
(b) the date given to receive copy :- 19/9/18
(c) date on which copy is made ready :- do
(d) the date on which the copy is received by the applicant or sent to the applicant :- do
A.R. 18/9-18
Branch Office
Supreme Court of India



SEALED IN MY PRESENCE

In the Court of the Subordinate Judge of Ottapalam

Present:-- Sri T.V. RAMAN, B.A., B.L.,
Additional Subordinate Judge.

Wednesday, the 30th day of November, 1966
(9th Agrahayana, 1888)

Original Suits Nos.65/1956 and 1 of 1960.

O.S: No.65/1956

Between:--

Kunnathat Matambil Ramanunni Nair (Transposed as 52nd defendant as per order on I.A. 447/65 dated 8--6--1955). Kunnathat Matambil Gopalan Unni (Originally impleaded as 18th defendant, but subsequently transposed as plaintiff as per order on I.A. 447/65 dated 8--6--1965

And

Kunnathat Matambil Thathunni Valiya Nair alias Mannarghat Moopil Nair styled as Chathunnaman (died). 2. Kunjunni Elaya Nair styled as Yakkunnaman 3. Prabhakaranunni Nair 4. Unni Omana alias Kutti Nethiar 5. Kochunni Nair 6. Pappikkavu Nethiar 7. Madhavanunni Nair 8. Bharathi Nethiar 9. Kunhikkavu Nethiar 10. Janardhananunni Nair 11. Vinodini Nethiar 12. Padmini Nethiar 13. Indira (minor, 17 years) 14. Kunhimalu (minor, 14 years) 15. Jayasree (minor 2 years) 16. Vinodini Nethiar's son (minor, boy aged 2 months, not named) 17. Kunhanunni Nair 18. Gopalanunni (Transposed as plaintiff as per order on I.A.447/65 dated 8-6-1965 19. Savithri Nethiar 20. Ravindranunni Nair 21. Balachandranunni (Originally impleaded as minor, but subsequently recorded as major and guardian removed as per order dated 19--7--1963 on I.A. 1115/63.) 22. Soudamini Nethiar (originally impleaded as minor but subsequently recorded as major as per order on I.A. 1967/63 dated 30-11-83). 23. Sasindran (minor 7 years) 24. Sreekumaran (minor, 3 years) 25. Malathi Nethiar 26. Kesavanunni (minor 8 years) 27. Bhavadasanunni (minor 4 years) 28. Lathika (minor, 1 year) 29. Ammini Nethiar 30. Krishnanunni Nair 31. P. Parukutti Amma 32. Balagopala Panicker 33. K. Madhavankutty Menon

Plaintiff

Defendants

34. M.T. Balakrishna Menon 35. Nair Service Society, Changanachery by its President Mannath Padmanabhan 36. Kalladi Kammappa and Brothers by Managing partner Kalladi Kammappa Sahib (died) 37. N. Gopalan Nair 38. M.C. Chandy (P-2) 39. A.P. Ramaswamy. 40. G.H.J. Stevange 41. V. Subbayyan Chettiar 42. P. Kunnathan Jacob 43. Rev. Father K.C. Varghese. Supplemental 44. P. Sankaranarayanan 45. Sreekumaran (minor 15 years) 46. P. Kunhilakshmi Amma 47. M.P. Chandrika Amma Supplemental defendants 44 to 47 recorded as the legal representatives of deceased 1st defendant as per order on I. A. 160/1960 dated 24-8-1960. 31st defendant appointed guardian of minor 45th defendant as per order on I.A. 161/60 dated 29--5--1961. Supplemental 48. Narayan-unni (minor 6 years) 49. Sasikala (minor 4½ years) Supplemental defendants 48 and 49 impleaded as per order on I.A. 1552/ 60 dated 27-2-1961. 8th defendant appointed guardian of minor defendant 48 and 49 as per order on I.A. 1557/60 dated 10-4-1961. Supplemental 50. K.V. Sankaran Nair 51. Sankarappa Gounder Supplemental defendants 50 and 51 impleaded as per order on I.A. 728/63 dated 6--4--1963. Supplemental 52. Kunnathat Matambil Ramanunni Nair Original Plaintiff transposed as defendant as per order on I.A. 447/65 dated 8-6-1965. 17th defendant appointed guardian of minor defendants 13 to 16 as per order on I.A. 2390/56 dated 22--1--1957. 17th defendant appointed guardian of minor defendants 21 to 24 and 26 to 28 as per order on I.A. 13/57 dated 22--1--1957.

Defendants

O.S.No.1 of 1960

Between:--

1. Kunnathat Matambil Thathunni Moopil Nair (since deceased) 2. P. Parukutty Amma 3. Bala-gopala Panicker 4. Sankaranarayana Panicker 5. Sreekumarankutty (minor 15 years) by guardian P. Parukutty Amma 6. Kunhilakshmi Amma. Plaintiffs 2 to 6 are the heirs of deceased 1st plaintiff as per statement dated 28--3--1960 filed by the plaintiffs. ...

Plaintiffs

And

1. Kunnathat Matambil Kunjunni Elaya Nair styled as Yakkunnaman 2. Prabhakaranunni Nair 3. Ramanunni Nair 4. Unni Omana alias Kutti Nethiar 5. Kochunni Nair 6. Pappikkavu Nethiar 7. Madhavanunni Nair 8. Bharathi Nethiar 9. Kunhikkavu Nethiar 10. Janardhananunni Nair 11. Vinodini Nethiar 12. Padmini Nethiar 13. Indira (minor 17 years) 14. Kunhimalu (minor 14 years) 15. Jayasree (minor, 2 years) 16. Unnamed boy minor 2 months) 17. Kunhanunni Nair 18. Gopalanunni 19. Savithri Nethiar 20. Ravindranunni Nair 21. Balachandranunni (originally impleaded as minor, but subsequently recorded as major as per order on I.A. 1117/63 (P-3) dated 19-7-1963. 22. Soudamini Nethiar (originally impleaded as minor, but subsequently recorded as major as per order on I.A. 776/64 dated 25-5-1964 23. Sasindran (minor 7 years) 24. Sreekumaran (minor 3 years) 25. Malathi Nethiar 26. Kesavanunni (minor 8 years) 27. Bhavadasanunni (minor, 4 years) 28. Lathika (minor 1 year) 29. Ammini Nethiar 30. Krishnanunni Nair. Supplemental 31. V. P. Chandrika Amma, impleaded as per order Dated 24-6-1960 on I.A. 601/60. 17th defendant appointed as guardian of minor defendants 13 to 16, 21 to 24 and 26 to 28 as per order on I.A. 25/60 dated 5-3-1960.

Defendants

These suits coming on Wednesday, the 16th, Thursday, the 24th, Friday, the 25th and Monday the 28th days of March; on Tuesday, the 7th, Wednesday the 15th, Friday the 17th, and Thursday the 30th, days of June; on Friday the 8th, Thursday the 12th, Saturday the 16th, Wednesday the 20th, Monday the 25th, Friday the 29th days of July; on Saturday the 6th, Monday the 8th, Thursday the 11th, Wednesday the 17th, Thursday the 18th, Saturday the 20th, Monday the 22nd, Thursday the 23rd, Wednesday the 24th, Thursday the 25th, and Saturday the 27th days of August; on Thursday the 8th, Monday the 12th, Wednesday the 14th, Friday the 16th, Saturday the 17th, Monday the 19th, Thursday the 22nd, Saturday the 24th, Tuesday the 27th, and Friday the 30th days of September; on Saturday the 1st, Monday the 3rd, Friday the 14th, Monday the 17th, Tuesday the 18th, Wednesday the 19th, Thursday the 27th, Friday the 28th, Saturday the 29th, and Monday the 31st, days of October; and the Tuesday the 1st, Thursday the 3rd, Friday the 4th Saturday the 5th, Tuesday the 8th, and Wednesday the 9th days of November; 1966, for final hearing before me, in the presence of Sri. P. Appunni Menon, advocate for the plaintiff and defendants 12 and 19 to 28 in O.S. 65 of 1956 and for defendants 18, 19, 20, 21, 23, 24 and 25 in O.S. 1/1960; of Sri T.R. Govinda Variar advocate for the plaintiff in O.S. 65 of 1956 and for the 3rd defendant in O.S. 1/1960; of Sri. T.N. Subramania Iyer, advocate for defendants 2, 31 and 32 in O.S. 65/1956 of Sri

Panampilly Govinda Menon advocate for the 31st defendant in O.S.65/56 and the 2nd plaintiff in O.S.1/60; Sri. C.H. Subramania Iyer, advocate for defendants 31 and 32 in O.S.65/56; of Sri C.P. Madhavan Nair, Sri V.V. Rama Iyer and Sri A.C. Pisharody, advocates for the 31st defendant in O.S.65/56; of Sri V. Karunakara Menon, advocate for the defendants 31, 32, 33, 35, 45 and 46 in O.S.65/56; of Sri M. Haridasa Menon advocate for defendants 31 and 32 in O.S.65/56; Sri P.G. Suryanarayana Iyer advocate for defendants 31, 38, 42 and 43 in O.S. 65/56, of Sri V. Balakrishnan, advocate for defendants 31,32,35,44,45,46 and 51 in O.S.65/56 and for plaintiffs 2 to 6 in O.S.1/1960; of Sri Govindan Nair advocate for the defendants 2 and 32 in O.S. 65/56; of Sri V. Appukutty Menon, advocate for the 2nd defendant in O.S. 65/56; of Sri K.N. Kalyanakrishna Iyer, advocate for the 2nd defendant in O.S.65/56 and for the 1st defendant in O.S.1/1960; of Sri K.M.C. Kurup, advocate for the 5th defendant in O.S. 65/1956 and for the 5th defendant in O.S.1/1960; of Sri M.P. Govinda Menon, Pleader for defendants 4,6,7,8, 48 and 49 in O.S.65/56 and for defendants 4,6,7, and 8 in O.S.1/1960; of Sri K.P. Karunakara Menon, advocate for defendant 3, 25 to 28 and 47 in O.S. 65/1956 and for defendants 25 and 31 in O.S.1/1960; of Sri A.N. Parameswara Iyer, advocate for defendants 19 to 24 in O.S.65/1956 and for defendants 19 to 24 in O.S.1/1960; of Sri K.V. Krishnankutty Nair, advocate for the 32nd defendant in O.S.65/1965; of (P-4) Sri O.N. Namboodiripad, advocate for the 37th defendant in O.S.65/56; of Sri K.V. Rama Iyer advocate for defendants 41 and 52 in O.S. 65/56 of Sri P.N. Krishnankutty Achan advocate for defendants 9 and 17 in O.S.65/1956; of Sri T.K. Ramaswamy Iyer advocate for the 52nd defendant in O.S. 65/1956; of Sri K.V. Suryanarayana Iyer advocate for the 52nd defendant in O.S. 65/1956; of Sri P. Madhava Menon advocate for the 52nd defendant in O.S. 65/1956; of Sri A.V. Subramania Iyer, pleader for the 50th defendant in O.S. 65/1965; and of Sri K. Unnikrishnan advocate for defendants 9,10,11,13 to 17 29 and 30 in O.S.65/1956; defendants 1 and 36 in O.S. 65/1956 being dead; and the other defendants in both the suits being absent and set ex parte, and having stood over to this day for consideration, the Court delivered the following

J U D G M E N T

These suits were tried jointly and evidence was recorded in O.S/65
of 1956.

2. *O.S. 65 of 1956*:-- The suit is for partition. The plaint allegations are as follows:-- The plaintiff and defendants 1 to 30 are the members of Kunnathat Matambil Swaroopam commonly known as Mannarghat Nair Veedu. It is an ancient chieftain <nafovaSi> family. There are two Stanams attached to the family which are held by two seniormost male members of the family and known as Moopil Stanam and Elaya Stanam, the incumbents being known as Moopil Nair or Valiya Nair and Elaya Nair respectively. Defendants 1 and 2 are the holders of the said two Stanams. The seniormost female member is called Amma Nethiar (10 EntYa{> and she used to manage the tarwad properties. The parties re governed by the Madras Marumakkathayam Act of 1932 and the Marumakkathayam Removal of Doubts Act of 1955. The relationship of the parties is shown in Plaint A schedule. When Kochunni Valiya Nair died in 1027 (1851-52) there was no Elaya Sthani living. The then Moopil Nair took possession and managed the Elaya

Sthanom properties also till his death. There were some tarwad properties. Ittichathu Valiya Nair was managing the Stanom and the tarwad properties. The two estates were mixed together and no distinction was made between the two estates. There has been a long period of intermingling of the tarwad and Stanom properties. When Ittichathu Valiya Nair died in 1049 M.E. (1873-74) there was no major male member capable of taking up the management. The Moopil Stanom and Elaya Stanom properties were, therefore under the management of Parvathi Amma Nethiar. During her period of management also there was intermingling of the two sets of properties. When Ramanunni Valiya Nair took over the management from Parvathi Amma Nethiar fusion of two estates continued. Subsequently in 1066 M.E. (1891) a karar dated 20-4-1066 M.E. was executed by the members of the Swaroopam under which the Swaroopam properties were divided into 2 schedules allotting one schedule to the Moopil Stanom and the other to the Elaya Stanom. The remaining properties were treated as tarwad properties. There was a suit O.S.51/1944 for partition of the properties which were set apart as tarwad properties. Those properties have been divided among the members of the tarwad as per the final decree passed in that suit. The properties described in B schedule to the plaint are the Moopil Stanom properties which are now managed by the 1st defendant. The properties in the C schedule are the Elaya Stanom properties managed by the 2nd defendant. According to the provisions of the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1958) the properties shown in the schedule should be deemed to be the tarwad properties (**P-5**) of the plaintiff and defendants 1 to 30. The properties in B schedule fetch an income of 16,000 paras of paddy and Rs.60, 000/- annually. The C schedule properties fetch an income of more than 4000 paras of paddy and Rs.3000/- annually. The 1st defendant became the Moopil Sthani in 1940. He was not a capable person who could manage the vast estate, which is attached to the Moopil Stanom. He is 81 years old. During the last 9 or 10 years preceding the suit his mental condition was steadily deteriorating and he had become a person who was incapable of managing his affairs. He could not effectively assert his opinion. He was reduced to a state in which he would readily sign whatever document that was placed before him by his wife, the 31st defendant and his son the 32nd defendant. Due to advanced age imbecility and senility had set in. The 1st defendant had been prevailed upon to execute several documents in favour of defendants 31 to 43. Those documents are mentioned as documents Nos. (a) to (o) in the plaint. A possessory mortgage for Rs.18, 000/- has also been executed in favour of the 31st defendant. The document is not supported by necessity or benefit. It is not supported by consideration. It is a sham document. The documents mentioned in the plaint are not valid and binding on the estate. There are some other similar documents about which the plaintiff has no information. If such documents are discovered later on those documents may also be treated as not valid and binding on the estate. The 1st defendant is not competent to execute the documents mentioned in the plaint and the documents are not supported by consideration. No possession has passed under those documents. They are all sham documents. Defendants 1 and 2 have been guilty of gross mismanagement of the estate. They have not paid the plaintiff's share of profits. They have misappropriated large amounts. Defendants 1 and 2 are bound in law to render account of amounts misappropriated by them during their management. The movables attached to the Moopil Stanom are shown in the D Schedule. The movables attached to the Elaya Stanom are shown in the E schedule. The amounts lying to the credit of the Moopil Stanom in the

Palghat Sub Court in land acquisition proceedings are shown in F schedule. There are several Devaswoms attached to the two Stanoms. Some of them are endowed with properties. Appropriate directions should be issued for the proper management of those Devaswoms. The plaintiff is entitled to mesne profits from the date of the plaint. The 1st defendant died on 3-1-1960. Even if the plaintiff is not entitled to any relief based on Madras Act of 32 of 1955 the plaintiff will be entitled to claim a share in the B, D and F schedules according to the provisions of Section 7 (3) of the Hindu Succession Act of 1956. With the death of the 1st defendant, the rights of defendants 21 onwards as lessees or licencees as the case may be have been determined in law and the plaintiff is entitled to partition as if the said documents did not exist. The 50th defendant has wantonly kept receipt books, accounts and papers relating to Attapadi area even after the death of the 1st defendant. He is issuing antedated receipts to various persons. He has not rendered accounts of the collections made by him. He is liable to account for the prior period and to make the cash balance available with him on 1-3-1960 available for division. The plaintiff, therefore, prays for a decree for partition and separate possession of the plaint schedule properties with mesne profits and for a decree directing the proper management of the school and temples belonging to the Stanom. The plaintiff was subsequently transposed as 52nd defendant and the 18th defendant was transposed as plaintiff. The plaint C and E schedule were subsequently deleted from the plaint. The plaint D schedule was amended as D1 schedule. Relief is now asked only in respect of the Mooppil Stanom properties alone. **(P-6)**

3. The 1st defendant has filed a written statement raising the following contentions:- The plaintiff is not entitled to maintain the suit. The plaintiff and defendants 1 to 30 are not the members of a common tarwad. The intermingling of the properties alleged in the plaint is not true. The suit is barred by reason of the decree in O.S. 51 of 1944. The tarwad was registered under the Madras Marumakkathayam Act as an impartible tarwad. The Plaintiff is estopped from contenting that the tarwad is partible. There were a Kunnathat Matambil tarwad, a Mooppil Nair Stanom and an Elaya Nair Stanom in existence as three separate and distinct entities with mutual exclusive rights from time immemorial. The origin of the two Stanoms is lost in antiquity but tradition has it that two Stanoms were created and endowed by the then suzerain overlord to enable the occupants thereof to function as feudal chieftains and to render service to the overlord. The tarwad has no right in the properties of the Stanom. This defendant became Elaya Stani in 1931. According to custom in the family, on that date he ceased to be a member of the tarwad. This defendant became the Mooppil Stani in 1940. From that day onwards he was in exclusive possession and enjoyment of the plaint B schedule properties openly and notoriously as properties appertaining to the Stanom as his predecessors. The suit is therefore barred by limitation and adverse possession. The karar of 1066 M.E. alleged in the plaint is not true. The plaintiff is not entitled to claim partition on account of the Madras Act 32 of 1955. The Stanis were not members of Kunnathat Matambil tarwad. The tarwad had a separate Karanavan (Ammu Nethiar) and the tarwad had a separate existence. The tarwad was registered as impartible under the Marumakkathayam Act of 1932. The registration was got cancelled. The tarwad was divided as per the final decree in O.S.51 of 1944. Madras Act 32 of 1955 is therefore not applicable to the Stanom. Act 32 of 1955 is

ultra vires. It is opposed to fundamental rights guaranteed by the Constitution. It is opposed to public policy. The suit is bad as being one for partial partition. The income of the properties shown in the plaint is not correct. The correct schedules of the properties have not been shown in the plaint. This defendant is quite capable of managing the properties. Nobody has tried to impose his or her will on this defendant. The transactions mentioned in the plaint were decided upon by this defendant. No senility or imbecility has set in so far as this defendant is concerned. Nobody has induced or influenced this defendant to enter into any transaction. The transactions entered into by this defendant cannot be impugned by the plaintiff. The transactions are valid and binding on the estate. The possessory mortgage for Rs.18,000/- executed by this defendant in favour of the 31st defendant is valid and binding on the estate and supported by consideration. The court fee paid is not correct. This defendant is not liable to account. Except some movables belonging to the temple and furniture kept in the office there are no movables belonging to Mooppil Stanom. Most of the movables shown in De schedule do not exist. The suit is contrary to the provisions of the Hindu succession Act. The plaintiff is not entitled to any relief.

4. The 2nd defendant has filed a written statement and an additional written statement. The suit is barred under Order 2, rule 2 of the Civil Procedure Code. This defendant is not liable to account. The plaintiff is not entitled to claim partition of the Elaya Stanom properties. The claim founded on the Madras Marumakkathayam (Removal of Doubts) Act is no longer sustainable since the Act has been held to be ultra vires by the Supreme Court. Even now the reliefs claimed in the plaint are opposed to that Act. The plaintiff is entitled to claim partition of B, D and F schedule properties alone under Section 7 of the Hindu Succession Act. Section 7, clause (3) of the Hindu Succession Act is not applicable to Kerala. Nothing is mentioned of Kerala Act 28 of 1958 in (P-7) in the plaint. The plaintiff is not entitled to any relief under that Act. The share claimed in the plaint is not correct. As per I.A. 163/60 this Court has directed that Elaya Stanom properties should be deleted from the plaint. The plaintiff has not complied with that order. On account of the modifications made to the Hindu Succession Act by the Kerala Act 28 of 1958 the plaintiff is not entitled to claim partition. The Devasoms mentioned in the plaint are not Mooppil Stanom properties. They are not liable to be divided. In any case Section 7 (3) of the Hindu Succession Act is repugnant to Articles 19 and 31 of the Constitution. In other respects he supports the contentions of the 1st defendant.

5. The 3rd defendant has filed a written statement supporting the plaintiff. The share due to this defendant should be allotted to him. In other respects he supports the contentions in the plaint.

6. Defendants 4,6,7 and 8 have filed a written statement and an additional written statement supporting the plaint. The 89th defendant was pregnant when the suit was filed. She has given birth to a male child, That child is also entitled to a share. The children of the 8th defendant are defendants 48 and 49. They are entitled to shares. The 1st defendant has kept large amounts by way of income tax in arrears. His personal heirs alone

are liable for those amounts. After the death of the 1st defendant there was an agreement between the parties under which a sum of Rs.50, 000/- was paid to the 2nd defendant on the understanding that the said amount would be adjusted against his share at the time of the partition. A charge should be created for the said amount on the share of the 2nd defendant. The proportionate amount should be made available to other sharers. Defendant 8 and 48 and 49 may be treated as a tavazhi for the purpose division.

7. The 5th defendant has filed a written statement claiming his share in the properties and supporting the contentions in the plaint.

8. Defendants 9 to 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 have filed a joint written statement supporting the plaintiff and claiming their shares. Defendants 25 to 28 have filed an additional written statement supporting the plaint. Defendants 9 to 18 and 29 have filed another additional written statement contending that the property described in the schedule attached to the written statement is a house and compound situated in Vadakkanthara in Palghat town. That property belongs to the Mooppil Stanom and is as such available for partition. The 1st defendant has executed certain documents in respect of that property in favour of the 31st defendant. The said documents are sham and inoperative. Large amounts due by way of agricultural income tax have been kept in arrears. Large amounts payable as Central Income tax have also been kept in arrears. The personal heirs of the 1st defendant are alone liable for these amounts. A sum of Rs.50, 000/- was paid to the 2nd defendant under an agreement between the members of the tarwad. Such amounts should be adjusted against the share of the 2nd defendant. The 2nd defendant should be directed to render accounts of amounts collected by him after 3-1-1960. In other respects they support the plaint in the written statement.

9. Defendants 19 to 24 have filed a written statement supporting the plaintiff and defendants 9 to 18 and 29.

10. Defendants 20 to 24 have filed additional written statement supporting the plaint and the written statements of defendants 9 to 18 and 29. **(P-8)**

11. Defendants 31 and 32 have filed a written statement supporting the contentions of the 1st defendant. The documents executed by the 1st defendant in favour of defendants 31 to 43 are bonafide, true and valid. The documents are supported by consideration and were executed for valid necessities of the Stanom. The first defendant was competent to execute these documents. The possessory mortgage in favour of the 31st defendant is fully supported by consideration. These defendants have effected valuable improvements in the properties in their possession. They are entitled to the value of the same. The 31st defendant is the sole owner of all the moveable and jewellery seized from her house at the time of the inventory except the movable belonging to the temple. The plaintiff is not entitled to any relief. The 31st defendant has filed an additional written statement. Only some of movables mentioned in the plaint D1 schedule are available for partition. The National Savings Certificates mentioned in the plaint D1 schedule are not available for partition as they are the assets of the school. The school belongs to this defendant exclusively. Only items 270, 307, 349 and 375 of plaint D1 schedule are

available for partition. Item 1 to 51 in the plaint D1 schedule are the properties of the Devaswom and the personal belongings of the 1st defendant. The Pathayapura belongs to this defendant exclusively. Plaintiff is not entitled to any relief.

12. The 35th defendant has filed a written statement. 2001 acres of forest area which belonged to the 1st defendant's Stanom were leased to this defendant for a period of 48 years for the purpose of clearing the forest and raising plantations. This defendant has paid a sum of Rs.15, 000/- by way of premium. This defendant is in possession of the property leased. The transaction in favour of this defendant is supported by consideration. This defendant has effected valuable improvements in the property. The plaintiff is not entitled to any relief as against this defendant. In other respects he supports the contentions of the 1st defendant.

13. The 37th defendant has filed a written statement. This defendant is not a necessary party to the suit. Document No. (h) mentioned in the plaint was executed in favour of this defendant. There was a suit O.S.35/1957 on the file of the Palghat Sub Court in respect of the property which was leased to this defendant. As per the compromise in that suit 800 acres were leased in favour of this defendant, and 1200 acres were assigned by this defendant in favour of the 36th defendant. This defendant has assigned the property in possession in favour of 32nd defendant. He is not in possession of any property belonging to the Stanom at present.

14. The 43rd defendant has filed a written statement. This defendant has got a lease in respect of 1000 acres. He has paid Rs.12, 000/- by way of premium. He has effected improvements in the property. The lease in favour of this defendant is valid and binding on the Stanom. The plaintiff is not entitled to question the lease in favour of this defendant. In any case, he is entitled to value of improvements.

15. The 44th defendant has filed a written statement supporting the contentions made in the written statement of the 1st defendant and the contentions made in the written statement of defendants 31 and 32. The plaintiff is not entitled to any relief against this defendant. The leases mentioned in the plaint are not liable to be set aside. The plaintiff is not entitled to partition.

16. The 45th defendant has filed a written statement adopting the written statement of defendants 1, 31, 32 and 44.

17. The 47th defendant has filed a written statement. This defendant is the daughter of the 1st defendant. She is entitled to a share in the properties left by the 1st defendant. She is not liable for costs.

18. Defendants 48 and 49 have filed a joint written statement. These defendants are children of the 8th defendant. They are entitled to shares along with other members of the tarwad.

19. The 50th defendant has filed a written statement. This defendant is not a necessary party to the suit. This defendant is in possession of a portion of Attappady Malavaram as lessee under one Gopalankutty Menon. Gopalankutty Menon was in possession of vast areas in Attappady Malavaram as lessee under deceased 1st defendant. The plaintiff is not entitled to question the validity of the possession of this defendant. In any case he is entitled to value of improvements.

20. The 51st defendant has filed a written statement. This defendant has purchased the leasehold right of a portion of Attappady Malavaram from one Komu Menon. A portion of that property having an extent of 90 acres has been taken assignment by this defendant in favour of third parties. This defendant has taken assignment of the leasehold right over portions of Attappady Malavaram from 31st defendant. This defendant is entitled to fixity of tenure over the properties in his possession. He has spent over Rs.50,000/- for improving the properties. The plaintiff is not entitled to any relief against this defendant.

21. The other defendants remained ex parte.

22. The following issues were framed for trial:-

- 1) Whether the suit is bad for partial partition ?
- 2) Are the plaintiffs and defendants 1 to 30 members of a common tarwad?
- 3) Is the suit barred by reason of O.S.51/1944 ?
- 4) Is the plaintiff estopped from contenting that there is a tarwad composed of the plaintiff and defendants 1 to 30 ?
- 5) Are the rights of the tarwad, if any, barred by limitation and adverse possession ?
- 6) Is the suit barred by Article 142 of Limitation Act ?
- 7) Have the defendants 1 and 2 acquired the right by prescription to possession and ownership of the suit properties ?
- 8) Is the Act XXXII of 1955 ultra vires of the Madras Legislature ?
- 9) Whether the suit is bad for partial partition ?
- 10) Have the plaintiffs and defendants 3 to 30 waived their rights over the Stanom properties after partition in 1945 ?
- 11) Is the suit repugnant to the provisions of the Marumakkathayam Act as stated in the written statement ?
- 12) Is the Act 32 of 1955 repugnant to Articles 251 and 254 of the Constitution ?
- 13) Whether Act 32 of 1955 is applicable to intermingling, etc. happened beyond 1932 ?
- 14) From what date are these Stanoms to be deemed a tarwad even if Act 32/1955 is made applicable ?
- 15) Whether there has been a vacancy in Elaya Stanom ?

- 16) Whether there has been a fusion and intermingling of properties of the Stanom and tarwad properties as alleged by the plaintiff or as contemplated in Act XXXII of 1955 ? **(P-10)**
- 17) Was there any valid Karar in 1066 as alleged in the plaint and even if so, is it enforceable ?
- 18) Have plaintiff and defendants 3 to 30 any right, customary or otherwise, to maintenance out of the Stanom properties
- 19) Are the provisions of Act 32 of 1955 applicable to the Stanoms of defendants 1 and 2 ?
- 20) What is the correct rate of income ?
- 21) Are the transactions impugned in paragraph 11 of the plaint valid, beneficial and binding on the Stanoms and the tarwad of the plaintiff ?
- 22) Is the mortgage transaction for Rs.18, 000/- executed in favour of 31st defendant valid and binding and are the plaintiff and defendants 3 to 30 entitled to question its validity ?
- 23) Is the court-fee paid correct ?
- 24) What are the correct metes and bounds of the properties ?
- 25) What are the movables to be partitioned ?
- 26) Are defendants 31 to 35 in possession of any Stanom properties ?
- 27) Whether the suit is bad for misjoinder of parties ?
- 28) What if any, are the various reservations and equities to which the parties are entitled ?
- 29) What if any, are correct shares to which the sharers are entitled ?
- 30) What are the assets and liabilities to be partitioned ?
- 31) Whether the properties partitioned as per O.S.51 of 1944 are to be included in this suit as is contented by the 2nd defendant ?
- 32) In the event of partition what are the arrangements for the management of the temple ?
- 33) Are the properties liable to be partitioned ?
- 34) Whether defendants 1 and 2 are liable to account in case of partition ?
- 35) Is the suit not maintainable for any of the orders mentioned in the written statement of defendants 1 and 2
- 36) Is the suit maintainable for all or any of the reasons alleged in the written statement ?
- 37) Is the claim based upon the Madras Marumakkathayam (Removal of Doubts) Act sustainable in view the fact that the said Act has been declared as ultra vires by the Supreme Court ?
- 38) Is the claim based upon the Hindu Succession Act, Section 7 (3) sustainable for all or any of the reasons mentioned in the Written Statement ?
- 39) Is the plaintiff entitled to claim any share, in view of the Kerala Act 28 of 1958, which has modified and amended Section 7 (3) of the Hindu Succession Act ?
- 40) Is the plaint amended as per the directions in I.A.163/60 ?

- 41) Is the plaintiff entitled to claim alternative reliefs on two causes of action and is not the suit bad for misjoinder of causes of action ?
- 42) Is Section 7 (3) of the Hindu Succession Act of 1956 repugnant to Article 19 and 31 of the Constitution ?
- 43) Is the 2nd defendant liable to account ?
- 44) What are the number of shares to which the properties to be divided, if the partition suit is maintainable ?
- 45) Are the alienations impugned bad for all or any of the reasons alleged in the plaint ?
- 46) Is the plaintiff or any other party entitled to impugn these alienations ?
- 47) Are the documents executed in favour of defendants 31, 32 and 36 sham documents as alleged ?
- 48) Is the claim against defendants 31 and 32 maintainable, without a prayer for possession and payment of court fee for the same ?
- 49) Is 1st defendant or his legal representatives liable to account ?
- 50) Is the plaintiff entitled to get any relief in respect of the two schools and devasoms mentioned in the plaint ?
- 51) Is the plaint bad for non-joinder of necessary parties ?
- 52) Is the suit property valued for purposes of court fee and jurisdiction ?
- 53) What, if any, are the liabilities to be reserved ?
- 54) What, if any, are the equities and reservations, which the parties are entitled to ?
- 55) What if any are the mesne profits to which each of the parties entitled?
- 56) Is the court fee paid correct ?
- 57) Proper order as to costs ?
- 58) Has the plaintiff any cause of action against 50th defendant ?
- 59) Is the 50th defendant liable any relief claimed in the plaint ?

23. *O.S. 1 of 1960* :-- This suit is filed by defendants 1,31,32,44,45 and 46 in the other suit against the members of the tarwad for a declaration that the will executed by the 1st plaintiff in the suit in favour of plaintiffs 2 to 6 on 10-7-1958 is valid and binding on the properties of the Stanom and for a permanent injunction restraining the defendants from collecting the income from the Stanom properties and for a mandatory injunction directing the defendants to hand over possession of all the properties of the Stanom, movable and immovable to the plaintiffs. The plaint allegation are as follows:-- The properties in the plaint schedule belonged in jenm to the Stanom of the Mannarghat Mooppil Nair. The 1st plaintiff became the Mooppil Nair in 1940. Ever since that year he has been in possession and enjoyment of the Stanom properties. Until 22-12-1956 the Stanom character of the properties or the right of the 1st plaintiff to hold or enjoy the same was never questioned. On 22-12-1956 the 3rd defendant filed a suit O.S.65 of 1956 for partition. The 1st plaintiff has filed a written statement in that suit. It has been well settled that a Stani succeeds to the Stanom properties as the heir of the deceased Stani. The decisions which have held that the Stanom properties are not alienable are no longer good law in the light of the Privy Council decision in A.I.R. 1948 P.C.47. With the passing of the Hindu Succession Act (Act 33 of 1956) the 1st plaintiff is perfectly competent to

alienate the properties of the Stanom. The 1st plaintiff has accordingly executed a will on 10-7-1958 whereby he has bequeathed the plaint schedule properties among other properties to plaintiff 2 to 6. The will has been registered on 11-7-1958. Since the character of the properties and the right to dispose of them by will are questioned by defendants in O.S.65 of 1956 it has become necessary for the plaintiffs to obtain a declaration that the 1st plaintiff has power to dispose of by will the plaint schedule properties and (P-12) that the will executed by him is valid and binding on the properties. Regarding Malavaram belonging to the Stani, with the execution of a portion of the Malavaram the remaining portions are in the possession of tenants. After the death of 1st plaintiff, the defendants are attempting to get possession of the Malavaram from tenants. They have no right to do so. It is, therefore, just and necessary that the plaintiffs should be granted the relief asked for.

24. The 1st defendant has filed a written statement contending that suit is not maintainable. The position of law stated in the plaint is not correct. The 1st plaintiff was bed-ridden for a long time prior to his death. He was not in a position to write or sign papers. The 1st plaintiff has not signed the plaint or the vakalath in this suit. The suit is fraudulently brought by the other plaintiffs. The 1st defendant has filed an additional written statement. The plaintiffs are not entitled to any relief as against this defendant. This defendant is in possession of the properties as the succeeding Stani.

25. The 3rd defendant has filed a written statement contending that the suit is not maintainable in law. The suit is brought by the other plaintiffs without the consent and knowledge of the 1st plaintiff. He was incapable of signing any papers. The 1st plaintiff had lost all his physical and mental powers long prior to his death. The position of law stated in the plaint is not correct. The 1st plaintiff had no testamentary capacity to execute a will. The plaintiffs are not entitled to any relief. The 3rd defendant has filed an additional written statement contending that the plaintiffs are not entitled to recover possession of the properties of the Stanom on the strength of the alleged will.

26. Defendants 4,6,7, and 8 have filed a joint written statement supporting the contentions of other defendants. The plaintiffs are not entitled to the relief claimed in the plaint.

27. The 5th defendant has filed a written statement making similar contentions as the other defendants.

28. The 18th defendant has filed a written statement adopting the written statement of the 3rd defendant.

29. Defendants 23 and 24 have filed a joint written statement making similar contentions as other defendants.

30. The 31st defendant has filed a written statement making similar contentions as other defendants. The 1st defendant has lost his mental capacity about 2 years prior to

the filing of the suit. He was not mentally sound when the will is alleged to have been executed. The proceedings under the Lunacy Act were pending in the District Court from 1957 onwards. The will is a false one. Plaintiffs are not entitled to any relief.

31. The other defendants remained ex parte.

32. The issues are:

- 1) Whether the plaint and vakalath have been signed by the 1st plaintiff ?
- 2) Whether the suit as framed is not maintainable in law ?
- 3) Whether the 1st plaintiff was competent in law to execute a will in respect of the Stanom properties ?
- 4) Whether the will alleged in the plaint is true and genuine ? **(P-13)**
- 5) Whether the 1st plaintiff had testamentary capacity at the time he is alleged to have executed the will ?
- 6) Whether the will set up in the plaint is valid and binding on the plaint schedule properties ?
- 7) Whether the suit is barred by Section 42 of the Specific Relief Act ?
- 8) Whether the 3rd defendant is entitled to compensatory costs under Section 35-A, Civil Procedure Code ?
- 9) What is the proper order as to costs?
- 10) Whether the plaintiffs are entitled to the injunction prayed for ?
- 11) Whether the plaintiffs are entitled to recover the Kalams or the movables ?
- 12) Whether the suit is abated by Section 42 of the Specific Relief Act ?

Additional

33. The parties will be referred to in this judgment according to their ranks in O.S. 65 of 1956.

34. *Issue No. 2 in O.S.65 of 1956:-* The suit is for partition of properties of the Mannarghat Moopil Stanom. The persons who are entitled to be Stanis come from Marumakkathayam tarwad. There are two Stanoms called the Mooppil Nair Stanom and the Elaya Nair Stanom attached to the tarwad. The origin of these two Stanoms is lost in antiquity. The two Stanis are styled as ca86jam[and 466jam[respectively. The properties of the respective Stanoms were in the exclusive possession and enjoyment of Stanis from time immemorial. The eldest male member of the Kunnathat Matambil tarwad becomes the Mooppil Nair who is styled as Chathunnaman and the next seniormost male member in age becomes the Elaya Nair who styles himself as Ekkunnaaman. Besides the properties attached to the Stanom, the Kunnathat Matambil tarwad has got its own properties. The member of the tarwad the moment he becomes the Stani ceases to be a member of the tarwad. He has no longer any rights in the tarwad properties. He becomes a separate and distinct entity from the tarwad. The properties of the tarwad was managed by the seniormost female member who is styled as Amma Nethiar. On the date on which the present suit was filed the 1st defendant was the Mooppil Nair and the 2nd defendant was the Elaya Nair.

35. O.S. 51 of 1944 on the file of this Court was filed for partition and separate possession of the properties of the tarwad. Those properties were divided as per the final decree passed in that suit. The present suit was filed for partition of the Mooppil Stanom and the Elaya Stanom properties. The immovable properties of the Mooppil Stanom are described in the plaint B schedule. The immovable properties of the Elaya Stanom are described in the plaint D schedule. The movables of the Mooppil Stanom are described in plaint E schedule. The plaint D schedule was subsequently amended as D-1 schedule. The F schedule contains the amounts lying in Court deposits and due to the Mooppil Stanom on account of land acquisition proceedings. The plaintiff originally prayed for partition of all these properties. The suit was filed soon after the Madras Marumakkathayam (Removal of Doubts) Act, Act 32 of 1955, was passed. It was therefore alleged in the plaint that there was mingling of the Stanom and the tarwad properties and that therefore under the provisions of that Act all the Stanom properties should be deemed to have belonged to the tarwad of the plaintiffs and defendants 1 to 30. Pending suit the Madras Marumakkathayam (Removal of Doubts) (**P-14**) Act 32 of 1955 was declared as ultra vires and unconstitutional by the Supreme Court in *Kochunni v. State of Madras and Kerala* (A.I.R. 1960 Supreme Court 1080).

36. The Hindu Succession Act (Central Act 30 of 1956) came into force on 18-6-1956. The 1st defendant died on 3-1-1960. The plaint was therefore amended claiming partition under the provisions of the Hindu Succession Act. Plaint C and E schedules which were the properties of the Elaya Stanom were deleted from the plaint since the Elaya Nair is still alive and a claim for partition cannot be made in respect of the Elaya Stanom properties under the Hindu Succession Act. The present suit is for partition plaint B, D-1 and F schedule properties.

37. Some of the members of the tarwad have died pending suit. Some were born after suit. The plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 are the present members of Kunnathat Matambil tarwad who claim shares in these properties. In the event of partition the right of these persons to shares in these properties is not disputed. Their relationship, except regarding the members who were born subsequent to the filing of the suit, is shown in the genealogical table given as plaint A schedule. Defendants 31, 32 and 44 to 47 are the wife and children of the 1st defendant who died pending suit. The other defendants are the alienees, the alienations in favour of whom are disputed in the plaint. Under the Hindu Succession Act the share of the 1st defendant must be deemed to have devolved on his personal heirs if the plaintiff succeeds in proving that the suit for partition is maintainable. These facts are not disputed. I hold this issue accordingly.

38. ISSUE Nos. 1 and 9 in O.S.65/1956:- Several contentions were raised against the claim for partition, but most of the contentions are now material because at present the suit is based on the provisions of the Hindu Succession Act. These issues were raised on the ground that the tarwad had properties and that therefore the present suit brought for dividing the Stanom properties alone is bad as one for partial partition. It was also contended that some of the Stanom properties were omitted from the plaint. But these

contentions are not now pressed. I hold, therefore that the suit is not bad as one for partial partition.

39. ISSUE No.3 in O.S.65 of 1965:- It was contended that by reason of the fact that tarwad properties were divided as per the final decree in O.S.51 of 1944 and since it was admitted in that suit that the properties in that suit alone were the properties which belonged to the tarwad, it is now contended that the present suit is barred by reason of the decree passed in that suit. But in view of the fact that the present claim is based on the Hindu Succession Act, no question of any bar arises. I hold, therefore, that the suit is not barred by reason of O.S.51 of 1944.

40. ISSUE No.4 in O.S. 65 of 1956:- It was originally contended that on account of the disruption in status effected under O.S.51 of 1944 the plaintiff is estopped from contending in the present suit that there is a tarwad comprised of the plaintiff and defendants 1 to 30. This contention is not now available in view of the Hindu Succession Act. This issue is found accordingly.

41. ISSUES Nos. 5,6 and 7 in O.S.65 of 1956:- It was contended that the suit was barred by limitation on account of the fact that when the Stani ceased to be a member of the tarwad as soon as he became the Stani and the Stani having been in possession of the properties for more (P-15) than 12 years the suit for partition brought by the members of the tarwad was barred by limitation. This issue is not material in view of the provisions contained in the Hindu Succession Act. The suit is not barred by limitation or adverse possession. These issues are found accordingly.

42. ISSUE Nos. 8 and 12 in O.S.65 of 1956:- The suit was originally filed under the Madras Marumakkathayam (Removal of Doubts) Act (Act 32 of 1955). The Act was held to be unconstitutional by the Supreme Court in the decision *Kochunni V. States of Madras and Kerala* (A.I.R. 1960 Supreme Court 1080). Since the claim is not now based upon that Act, these issues do not arise.

43. ISSUE No. 10 in O.S.65 of 1956:- It was originally contended that by reason of the partition decree in O.S. 51 of 1944 the members of the tarwad must be deemed to have waived their rights over the Stanom properties. In the present context this issue does not arise.

44. ISSUE No. 11 in O.S.65 of 1956:- Since the suit is now based under the Hindu Succession Act, this issue does not arise.

45. ISSUE Nos.13 to 19, 31 and 37 in O.S.65 of 1956:- All these issues were framed when the claim for partition was made under the Madras Marumakkathayam (Removal of Doubts) Act. Since the present claim is based solely on the Hindu Succession Act, these contentions were not raised at the time of trial. I hold, therefore, that these issues do not arise in the present context.

46. ISSUE Nos.38, 39 and 42 in O.S.65 of 1956:- This question which has now to be considered is whether the plaintiff is entitled to claim partition of the Mooppil Sthanom properties under the provisions of the Hindu Succession Act. The Hindu Succession Act came into force on 18-6-1956. The 1st defendant who was the Mooppil Stani died on 3-1-1960. Section 7 (3) of the Hindu Succession Act states that notwithstanding anything contained in sub-section (1) when a Stanomdar dies after the commencement of this Act the Stanom property held by him shall devolve upon the members of the family then living and the sharers falling to the members of his family and the heirs of the Stanomdar shall be held by them as their separate property. The explanation to that sub-section states that for the purpose of this sub-section family of the Stanomdar shall include every branch of the family whether divided or undivided, the male members of which would have been entitled by any custom or usage to succeed to the position of the Stanomdar if this Act had not been passed. It is clear from a reading of this section that when a Stani dies after the coming into force of the Act the Stanom as such ceases to exist and the properties attached to the Stanom devolve on the members of his family and on the heirs of the Stani as stated in the Section. The notional partition contemplated in the Section would show that the share which the Stani would have obtained under such partition should go to his personal heirs. The position, therefore, is that each of the members of the tarwad would be entitled to a share and the share of the 1st defendant would go to his personal heirs.

47. The claim of partition based on this Act is attacked by the 2nd defendant who would be entitled to become the next Mooppil Nair is the Stanom continued to exist on several grounds. The first ground is that Section 7 of the Hindu Succession Act itself is unconstitutional. Soon after (P-16) the death of the 1st defendant the present 2nd defendant filed O.P. No.1121/60 before the High Court of Kerala for a declaration that Section 7(3) of the Hindu Succession Act is unconstitutional and ultra vires being violative of Articles 14 and 19 (1)(f) of the Constitution. This application was dismissed by the High Court on 7-3-1962. A certified copy of the order of the High Court in that O.P. is marked as Exhibit A-111. A Writ Appeal was filed before the High Court on 21-10-1963, and the decision has been reported as *Moopil Nair V. Union of India and others* (1963 K.L.T. 1089) The constitutionality of the Act has therefore been established.

48. It is next contended that the Hindu Succession Act is applicable only to those properties in respect of which the last Stani had power to dispose of by will and the Stani not having had the right to dispose of Stanom properties by will, Section 7 of the Hindu Succession Act is not applicable to the Stanom properties. On a careful reading of the relevant provisions of the Act it is not possible to accept the contention. Section 7 (3) of the Act is clear on the point. It does not exclude any Stanom from its purview. There is no distinction made between different kinds of Stanom. It cannot be disputed for a moment that the properties in the suit are the Stanom properties which are attached to the Stanom of the Mooppil Nair of Mannarghat. In these circumstances, the Act applies to the present Stanom also.

49. It is next contended that the claim is opposed to the provisions of the Stanom Properties (Assumption of Temporary Management and Control) and Hindu Succession (Amendment) Act (Kerala Act 28 of 1958). The Act came into force on 12-5-1958. It provides for the assumption of the management of Stanoms which are hit by the Hindu Succession Act under certain conditions. Section 27 of the Act effects an amendment to sub-section (3) of section 7 of the Hindu Succession Act. As amended by this Act, sub-section (3) of Section 7 reads thus:-- "Notwithstanding anything contained in sub-section (1) when a Stanomdar dies after the commencement of this Act the Stanom property held by him or by her shall devolve upon the members of the family to which the Stanomdar belonged and the heirs of the Stanomdar as if the Stanom property has been divided per capita immediately before the death of the Stanomdar among himself or herself and all the members of his or her family and the heirs of the Stanomdar shall be held by them as their separate property." The explanation to this sub-section as amended runs thus:-- "For the purpose of this sub-section the family of the Stanomdar shall include every branch of that family whether divided or undivided, the members of which would have been entitled by any custom or usage to succeed to the position of Stanomdar if this Act had not been passed." It is obvious from the amendment that it is intended to bring within the provisions of the Act some of the Stanoms in Malabar in which the seniormost female member of the tarwad is entitled to be the Stani. The Act as it originally stood did not mention about the female Stanis. The amendment is intended to bring those female Stanoms also within the purview of the Act. But the learned counsel for the 2nd defendant has built up an argument in his favour on the basis of this amendment. His contention is that the word "male" has been omitted from the explanation to sub-section (3) of Section 7. The result is that Sub-section (3) of Section 7 will be applicable only to those Stanoms to which both male and the female members would have been entitled by any custom or usage to succeed to the position of Stanomdar if this Act had not been passed. In the present Stanom on the male members of the family are entitled to become Stanis. The female members have (P-17) no right to become Stanis. It is therefore contended that the effect of Section (3) of the Hindu Succession Act absolutely been taken away so far as the Stanoms in Malabar are concerned unless both the female and the male members are entitled to become Stanis according to seniority. It may be noted that there is no Stanom in Kerala where the seniormost among the male and female members are entitled to become Stani. In the Stanoms of Kerala either the seniormost male or female member of the tarwad is entitled to attain the Stanom. The effect of giving to the section the interpretation which is sought to be placed by the learned counsel for the 2nd defendant will be to take away all the Stanoms in the State from the purview of Section 7 of the Hindu Succession Act. Obviously the Legislature had no such intention.

50. The intention of the legislature as is clear from the amendment is only to make the Act applicable to the female Stanoms also. The intention was to extend these cope of the Act rather than to curtail it. Even on the plain meaning of the amended section it has to be stated the expression, "members of which would have been entitled to any custom or usage etc." would indicate that it may be either a male and female members would have been entitled to succeed to the position of the Stanomdar. On a proper interpretation of the Section, it is clear that is enough if wither the seniormost male member or the seniormost female member is entitled to succeed to the position of the Stanomdar by

custom or usage obtaining the Stanom for bring the Stanom within the purview of Section 7 (3) of the Hindu Succession Act. I hold, therefore that the Act is applicable to the present Stanom. For these reasons, on issue No.38 I hold that the claim based on Section 7 (3) of the Hindu Succession Act is sustainable. On issue No.39 I hold that the plaintiff is entitled to claim a share in the Stanom properties under Section 7 (3) of the Hindu Succession Act as amended by Kerala Act 28 of 1958. On issue No.42, I hold that the High Court has held that the Hindu Succession Act is not repugnant to any of the provisions of the Constitution.

51. ISSUE No.40 in O.S.65 of 1956:- It is not shown how the defendants can contend that the plaint has not been amended as per the directions contained in I.A.163/60. The contention is based on the fact that the claim made under the Madras Marumakkathayam (Removal of Doubts) Act is still retained in the plaint. But a paragraph has been added claiming partition under Hindu Succession Act. On the basis of that claim the properties of Elaya Stanom have been deleted from the plaint. In these circumstances I hold that the plaint has been amended as stated in I.A.163/60.

52. ISSE No.41 in O.S.65 of 1965:-- It is contended that since the partition is claimed under two Acts, the suit is bad for misjoinder of causes of action. Since the claim is now solely based on Section 7 (3) of the Hindu Succession Act, I hold that there is no substance in this contention.

53. ISSUE Nos.27 and 51 in O.S.65/56:- It is not shown how the suit is bad for misjoinder of parties, I hold that the suit is not bad for misjoinder of parties.

54. ISSUE Nos.36 in O.S.65/56:- In view of my finding on the other issues, I hold that the suit for partition is maintainable in law.

55. ISSUE Nos. 21,22,45,46 AND 47 in O.S.65/56:- These issues which relate to the alienations made by the 1st defendant can be con-(P-18)-sidered together. The alienations specifically disputed are described in paragraph of the plaint. It is further stated in paragraph 12 that since all the relevant documents are with the 1st defendant, the plaintiff is not in a position to set forth in detail all the documents which have been created by the 1st defendant and that it is later on discovered that there are other alienations and documents which are not binding on the estate the plaintiff should be permitted to include them also in this paragraph and to amend the plaint suitably. The plaint has not subsequently been amended including new transactions. In paragraph 11 besides the documents mentioned as (a) to (o) the plaintiff has also questioned the validity of a possessory mortgage deed executed by the 1st defendant in favour of the 31st defendant. There is dispute between the parties regarding the capacity of the Stani to make alterations and to grant leases in respect of Stanom properties and the right of the present plaintiff to question the validity of those transactions. Reliance is placed on the decisions in *Ittirarichanunni v. Kunjunni* I.L.R. 21 Madras 144) and *Kadamban v. E & S. Joint Co-operative Society* (A.I.R.1946 Madras 199) in support of the position that a Stani in Malabar is a person who represents the estate for the time being and it is open to him to make a lease of forest lands to a term of years and the mere fact that the lease is intended to hold good after his lifetime will not invalidate it.

On the strength of these decisions it is contended that it is within the powers of a Stani to grant leases beyond 12 years. Ordinarily Stani or the Karanavan of a Malabar tarwad cannot grant leases for periods of more than 12 years in the ordinary course of management. In the present case most of the leases are for the periods far in excess of 12 years. The question, therefore, arises as to whether these leases can be held to be valid and binding on the estate as leases in the ordinary course of management. The decisions cited above do not support the position that a Stani is entitled to grant leases for the periods exceeding 12 years in the ordinary course of management. In *Kadamban v. E & S. Joint Co-operative Society* a lease for 48 years was upheld by the Madras High Court on account of the special circumstances that the property covered by the lease was a wasteland and the lease was granted for the express purpose of converting the wasteland into an estate. It was ultimately found that the lease was beneficial to the Devaswom on whose behalf it was granted by the then trustee. It is difficult to accept the general proposition that it is within the ordinary powers of a Stani to grant leases for the periods of more than 12 years. The decision do not support that position.

56. The nature of powers of a Stani are discussed on pages 258 to 260 of Sundara Iyer's Malabar law. The position of a Stani in relation to the properties of the Stanom is that of a childless Hindu widow. It can no be argued for a moment that the Stani has got unrestricted powers of alienation and lease in respect of Stanom properties. In *Prabhakaran Thampan v. Chami Mannadiar* (1956 (M.L.J.289) it was held that the position of a Stani in Malabar is analogous to that of a childless widow under the Hindu law. Both have life estate and both represent the estate of inheritance for the time being and both have disposing power only to a limited extent. The alienation made by one Stani which is not supported by legal necessity or benefit to the Stanom will not be binding on his successor and if possession has passed into the hands of the alienee in pursuance of such alienation the succeeding Sthani will be entitled to recover possession forthwith from the alienee. It is clear from the position discussed in the decision last cited that the powers of alienation of a Stani are similar to those of a childless widow and that in any case the Stani has no right to alienate properties which are in excess of the powers of a Karanavan of an ordinary Malabar tarwad. It has been held in *Narayanan Nair v. Kesava Menon* (A.I.R. 1948 Madras 361) that if long term lease of a valuable forest land is granted (P-19) by the Karanavan for a insignificant rent under the guise of a reclamation lease, the lease is not a lease at all but a different transaction which is certainly not within the powers of the Karanavan who is not competent to bind the tarwad by such transactions. It has been held in *Mohammed and others v. Ramakrishna Iyer and others* (1958 K.L.J.577) that Section 33 of the Madras Marumakkathayam Act does not confer a charter on the Karanavan to mismanage the tarwad. The position of law stated above has long been established. In *K.P. Kallyani Amma v. K.P. Govinda Menon* (I.L.R. 35 Madras 648) it was held that a Karanavan could not make alienation for such a long period as 60 years in the absence of special necessity or special benefit. Such alienation cannot be held good for a portion of the term, that is, the usual period of 12 years, as it will have the effect of creating new contracts between the parties.

57. It is clear from what is stated above that so far as alienations like sale, mortgage, etc., are concerned the transaction should be supported by necessity or benefit. Leases beyond 12 years can be supported only if they are of special benefit to the Stanom. The documents mentioned in the plaint have to be examined with reference to the position of law stated above.

58. Before proceeding to consider the documents in detail, it is necessary to dispose of another contention raised by the learned counsel for the contesting defendants. It is argued that under Section 7 (3) of the Hindu Succession Act a notional partition must be deemed to have taken place just before the death of the Stani and the members of the tarwad being persons who claim under Section 7 (3), cannot have any right to question the alienations made by the 1st defendant. The argument is that a partition must be deemed to have already taken place before the 1st defendant died. The parties must therefore be deemed to get only a share in the properties subject to all the alienations which had taken place prior to the date of the notional partition. In any case a succeeding Stani alone can question the transactions entered into by his predecessor. It is therefore argued that by reason of the notional partition the members of the tarwad cannot be deemed to have obtained any right to question the validity of the alienations and leases made by the 1st defendant. I am not able to accept the argument. The notional partition is provided in Section 7 (3) only for the purpose of determining the shares of the parties who would be entitled to shares in the event of the death of the Stani. The notional partition does not in any way restrict the rights of the persons who succeed to the Stanom properties under the Act to question the validity of the transactions which are affected beyond the powers of the last Stani. The persons who succeed under Section 7(3) are in the same position of a succeeding Stani and all the rights which are available to the succeeding Stani under the law are available to those who succeed to the Stani under the law are available to those who succeed to the Stani under Section 7(3) of the Hindu Succession Act. This position has already been made clear in the decision of the High Court in Exhibit A-111 and in the decision in MOOPIL NAIR v. UNION OF INDIA (1963 K.L.T. 1089).

It is next contended that in the Stanom properties (Assumption of Temporary Management and Control) and the Hindu Succession (Amendment) Act Of 1958 (Act 28 of 1958) there is an explanation to Section 27 which states that the devolution of Stanom properties under sub-section (3) and their division among members of the family and heirs must not be deemed to have conferred upon them in respect of immovable properties any higher rights than the Stanidar regarding eviction or otherwise as against tenants who were holding such properties under the Stani. It is argued on the basis of this explanation that by reason of the succession (**P-20**) under the Hindu Succession Act the members of the tarwad do not get any right to question the validity of the leases which it was not in the powers of the deceased Stani to question. I am not able to accept the contention that this explanation precludes the heirs under the Hindu Succession Act to question the validity of the transactions which were beyond the powers of the Stani. The decisions already cited would show that such alienations can be ignored by the succeeding Stani and he can resume possession of the properties. If that was the position in law when the Hindu Succession Act came into force, the right to question the alienations must be deemed to have passed to

the persons who succeed to the estate under the Hindu Succession Act. The Explanation to Section 27 of Kerala Act 28 of 1958 only provides that the successors to the Stanom will not get any further right which was not available to the Stani regarding leases, etc., and does not place any restriction on the right of the successors to the Stanom to question the transactions made by the Stani beyond his powers.

60. It is next contended that granting leases is the only mode of enjoyment of the vast forest area which is owned by the Stanom and that if the Stani has granted leases even for more than 12 years that has to be supported on the ground that there is no other mode of enjoyment of this forest areas which are in the possession of the Stani. In most of these leases what has been done is that a premium is taken and the lease is granted for a long period stipulating a small rent per acre. It is argued that by the payment of the premium which is not refundable by the Stani under any circumstances, the Stani gets approximately the value of the trees in the properties. The trees are cut by the lessees and lessees develop the properties into plantations. It may be noted that in most of these leases the Stani does not get any advantage on account of the development of the property into an estate. The premium fixed is very low and the tenant gets the right to claim value of improvements in respect of the trees which grow in that area after cutting. He can cut trees periodically for 48 years. When the property is claimed back by the Stani he has to pay the value of the timber standing in the property whether planted by the tenant or grown naturally at the market rate. The position is that it would be impossible for the Stani to recover possession of the properties. These facts are admitted by D.W.2 vide page 63 of his deposition. It cannot be argued for a moment that except by granting this kind of leases there is no other mode of enjoyment of the forest. It is difficult to understand why licenses for cutting trees alone cannot be granted without the right to be in possession of the properties for long periods like 40 and 48 years. Reliance is placed on Exhibits B-94 to B-99, B-165, B-166, B-58 and B-87 to show that previous Stanis were also granting similar leases and that this was the general mode of enjoyment of the vast area of Malavaram belonging to the Stanom. Some of the alienations are made by the 1st defendant himself and they are not disputed in the plaint. No doubt, these documents show that the previous Stanis and the 1st defendant had granted leases for periods of more than 12 years. The succeeding Stanis did not question those leases. That circumstance does not lead to the conclusion that this was the only mode of enjoyment of the forest area. It has to be noted that the forest area belonging to the Stanom extends to over 1½ lakhs of acres. The area covered by the leases granted by the previous Stanis is comparatively small. The Stanom has been in existence for centuries. If all the Stanis had been granting leases like those which are questioned in the plaint which cover thousands of acres the vast forest area would not have been in the possession of the Stanom at all. The very fact that the alienations mentioned above are the solely transactions which the defendants are able to point out as alienations granted by the previous Stanis during the past and the further (P-21) fact that the 1st defendant assumed the Stanom extensive forest areas were in the actual possession of the Stanom and that the 1st defendant was able to lease out thousands of acres of forest area during the period of his tenure would indicate that granting leases of this kind was not the usual manner in which the previous Stanis were enjoying this forest area. **I hold therefore, that the leases for more than 12 years cannot be supported on this ground.**

61. The leases are also attacked under the Madras Preservation of Private Forests Act (Madras Act 25 of 1949) Under Section 3 of the Act no owner of any forest shall without the previous sanction of the District Collector sell, mortgage, lease or otherwise alienate the whole or any portion of the forest. The section further provides that any alienation made on or after 16th August 1946 in contravention of the above clause shall be null and void. So a lease granted without complying with the provisions contained in this Act will also be void. The position with reference to each lease in the light of the discussions now made will be considered later.

62. All these transactions made by the 1st defendant are also attacked on the ground that the 1st defendant soon after he attained the position of the Stani fell ill and was not mentally in a sound disposing state. It is argued that he was completely under the undue influence of his wife, the 31st defendant, and his elder son, the 32nd defendant, and that he was prevailed upon to execute these documents in favour of his wife and children and others under the undue influence of defendants 31 and 32. The 1st defendant became Stani in 1940. He died in 1960. The present suit was filed in 1956. There is also another ground of attack. Some of the transactions were entered into subsequent to the filing the suit. The contention is that all transactions pending suit should be deemed to be not valid and binding on the estate. But that contention is not available to the parties to this suit because the right to succeed arose only on account of the death of the 1st defendant and in view of the provisions contained in the Hindu Succession Act. The suit was originally filed under the Madras Marumakkathayam (Removal of Doubts) Act which was held to be unconstitutional by the High Court. The plaint was amended under Section 7 (3) of the Hindu Succession Act after the death of the 1st defendant in 1960. So the transactions which were made pending suit and before the death of the 1st defendant cannot be attacked on the principle of LIS PENDENS.

63. On the question as to whether the 1st defendant was in a sound and disposing state of mind when he is alleged to have executed these documents, reliance is placed by the plaintiff on Exhibit A-1. Exhibit A-1 is a medical certificate issued by the Honorary Assistant Surgeon of the Government Hospital, Palghat on 3-4-1944 stating that the 1st defendant was suffering from chronic rheumatic pains and that he was a chronic invalid not fit to travel or stand and that therefore he should be exempted from court attendance. Exhibit A-2 is the deposition of the present 1st defendant when he was examined in O.S.475/1943 on commission on 11-7-1944. Exhibit A-3 is a blank paper signed by the 1st defendant and sealed with the Stanom seal. Exhibit A-4 is a similar blank vakalath form. It is contended on the strength of these documents that the 1st defendant was a chronic invalid who was incapable of doing anything and that he used to sign and give blank papers to the 31st defendant who was creating documents on such papers and that therefore these documents cannot be said to have been validly executed by the 1st defendant. Exhibits A3 and A4 were got from the private box of the 31st defendant during the inventory. Though a certificate appears to have been issued in 1944, the deposition of (P-22) the 1st defendant would indicate that he was not a person who could not understand anything and that he was mentally defective. Under these circumstances, these documents cannot be

said to prove that the 1st defendant was mentally unsound and was not in a position to understand what he was doing.

64. After the present suit was filed the present 5th defendant filed O.P.31 of 1957 before the District Court, Palghat, under the Lunacy Act for declaring that the 1st defendant was a lunatic and for appointment of a guardian for him. Exhibit B-56 is the certificate issued by the District Medical Officer of Palghat under the directions of the District Judge. The certificate is dated 20-7-1957. The doctor has stated in the certificate that he examined the 1st defendant on the 12th, 16th, 18th and 19th of July 1957. Regarding the intelligence of the patient he has certified that his answers to the questions put to him were relevant and material and that his intelligence was fairly normal for a person of his age. Regarding abnormality noted by the doctor during the examination he has stated that the doctor followed the 1st defendant to the temple when he went there for worshipping the deity in the evening. It is stated in the certificate that after the 1st defendant was engaged in fervent and loud prayers for some time he began to utter some meaningless words pointing to the deity. Considering all those circumstances, the doctor has ultimately certified that his examination did not reveal signs or symptoms pointing to unsoundness of mind. The irrelevant utterances referred to in the certificate from the temple were attributable to early senile changes which some times occur in some cases with advancing age. The certificate does not prove that the 1st defendant was a person who was incapable of understanding anything in 1957. Most of impugned documents were executed prior to 1957.

65. It would appear that the District Court had directed that the 1st defendant should appear personally before the District Judge to enable the District Judge to decide O.P.No.31 of 1957. That order was passed after the District Court received the certificate of the District Medical Officer. The 1st defendant was taking time on several occasions on the ground of illness. The 1st defendant ultimately died and the O.P. happened to be dismissed. In view of the clear statement made by the District Medical Officer in the certificate it is not possible to come to the conclusion that the 1st defendant was mentally unsound during any period except perhaps for a few days prior to his death.

66. The evidence given by P.W.1 regarding this matter cannot be accepted because admittedly P.W.1 was not getting on well with the 1st defendant ever since the suit was filed in 1956. In the circumstances, the evidence given by P.W.1 that he had occasion to go and see the 1st defendant and that the 1st defendant was not behaving in the usual manner on those occasions and that therefore the 1st defendant must be deemed to be a person of unsound mind at lease since 1944 does not appear to be acceptable. The 1st defendant has executed several documents since 1944. Some of those documents are not questioned. At any rate, no sufficient evidence has been adduced to prove that the 1st defendant was not in a sound state of mind since 1944. D.W.2 who was the manager of the office of the Stani for some time and D.W.6 who is the Doctor who was attending on the 1st defendant have given evidence to the fact that the 1st defendant was of sound mind until perhaps a few days prior to his death. I am not, therefore, able to accept the contention that all the documents executed by the 1st defendant must be deemed to have been executed

without knowing what he was doing and under the undue influence of defendants 31 and 32. (P-23)

67. Some of the documents impugned are in favour of the wife and children of the 1st defendant. The documents are attacked also on the ground that they are not supported by consideration and that the consideration recited in those documents are not real. The question as to whether the consideration was paid for those documents will be considered as and when each document is considered.

68. DOCUMENT No.(a) IN THE PLAINT:-- With the above discussion of the position of law, I shall now proceed to consider the documents one by one. Document No. (a) in paragraph 11 of the plaint is Exhibit B36 dated 5-5-56. It is a lease granted by the 1st defendant in favour of his son the 32nd defendant. The purpose of the lease is to enable 32nd defendant to mine mica from the property. The rent stipulated is Rs.50/- per year payable to the 1st defendant and another sum of Rs.50/- payable to the wife of the 1st defendant. The wife of the 1st defendant is made a party because the property comprised in this document are portions of the properties comprised in the lease granted in favour of 31st defendant. The lease is granted for a period of two years. If the mining operations prove to be a failure the lessee is given the option surrender the property. It may be noted that the total extend covered by this document comes to about 1500 acres. It would appear that the 32nd defendant was not much enthusiastic about starting the mica mining operations. Exhibits B37, B38, B39 and B41 would show that though permission was obtained by the 32nd defendant to start mining operations practically nothing was done. Exhibit C2 is the Commissioner's report regarding the extent of operations conducted by the 32nd defendant. In spite of the fact that the tenant is expected to surrender possession of the property if he was not prepared to do mining operations, the 32nd defendant has not done so. The position, therefore, is that the 32nd defendant is able to keep possession of over 1500 acres of forestland for a nominal rent of Rs.100/- per year. There is no doubt that the 32nd defendant should surrender possession of this lease. The fact that no mining operations worth its name has been done in the property is admitted by the D.W.2. **In these circumstances I hold that the document No.(a) mentioned in the plaint can no longer be taken as a lease that is valid and binding on the estate. The document is liable to be set aside. The partition has to be effected ignoring this lease.**

69. DOCUMENT No(b) IN THE PLAINT:-- **This document is Exhibit B28 dated 23-7-1950. This is a lease granted in favour of defendants 32, 44 and 45 who are the children of the 1st defendant. It is for a period of 48 years.** The purpose of the lease is to clear the forest and to plant the area with rubber, tea, coffee, spices, cotton, paddy, millets, etc. The lessees are granted permission to plant fruit bearing trees like coconuts, areca nuts etc. The premium mentioned in the document is Rs.10, 000/-. The rent stipulated is Rs.5/- per acre. The properties comprised in the schedule to this document are stated to be 2000/- acres. It is situated in the Attappady forest area. The boundaries given in the document take in an area of 16 square miles. From these 16 square miles the lessees are permitted to survey and demarcate 2000 acres and to take possession of the same. This lease is attacked on several grounds. The first ground is that the

Collectors permit under the M.P.P.F. Act was not obtained for granting this lease. That fact is admitted by D.W.2 on pages 51 to 69 of his deposition. There is no definite evidence to show that the premium was actually paid by the lessees to their father who was the lessor. **It has not been proved that on the date of Exhibit B28 the lessees had the means to pay the premium. It is further seen that one of the lessees has issued receipts showing payment of rent vide Exhibit A101. (P-24)**

70. The argument advanced in support of this lease is that the 2nd defendant who is the next succeeding Stani has attested this lease deed. But it is contended that the 2nd defendant was prevailed upon to do so because the 2nd defendant was indebted to the 31st defendant. Exhibits A16 and A17 would show that the 2nd defendant was indebted to the 31st defendant. No doubt, Exhibits A16 and A17 are subsequent to Exhibit B28. But there is sufficient indication in these documents which would show that the 2nd defendant was colluding with the 31st defendant and her children. At any rate, the fact that succeeding Sthani has attested an improvident lease does not make the lease valid and binding on the estate. **Judged by the tests stated above, this document cannot be stated to be one which is valid and binding on the estate. I hold, therefore, that the lease has to be set aside and ignored and the partition has to be effected free of transactions.**

71. *Document No. (c) in the plaint* :-- The document is marked as Exhibit A24. It is a licence for cutting trees from 20, 000 acres of forest area granted in favour of the 32nd defendant for a period of 10 years. The consideration for this document is Rs.7500/-. Of this amount Rs.5000/- was paid on the date of document. It is contended that the balance was never paid. On page 58 of Exhibit A22 there is an entry which shows that the sum of Rs.5000/- was received by the Stani and spent by him. D.W.2 has spoken regarding this lease on pages 87 to 91 of his deposition. The period of the licence has now expired. It cannot be started that D.W.2 has proved that the consideration was paid by the 32nd defendant to the Stani. D.W.2 has further stated that trees worth Rs.80,000/- have been cut from this property. It is common case that this transaction is only a licence. Under the circumstances it may not be necessary to set aside this document. But it is contended that the 32nd defendant should be made liable to account for the trees cut under this licence. That cannot be done that it is within the powers of the Stani to grant licences for cutting trees. Under the circumstances, no question of accounting arises. The licence right in respect of a portion of the property appears to have been assigned by the 32nd defendant in favour of the Nair Service Society under Exhibit B26. The Nair Service Society has cut trees from the property. D.W.2 has spoken about this on page 91 of his deposition. This transaction cannot be upheld. The division has to be effected ignoring the licence.

72. *Document No.(d) in the plaint*:-- The document is in favour of the 33rd defendant. The 33rd defendant has not contested the suit. **This is a lease for 48 years. The lease is therefore invalid. The lease is liable to be set aside. The partition has to be effected ignoring this lease.**

73. *Document No. (e) in the plaint*:-- The document, Exhibit A91 is a lease in favour of the 34th defendant for 100 acres. The rent stipulated is Rs.3/- per acre. The

premium is Rs.6/- per acre. The period of the lease is 36 years. The area covered by the boundaries is several square miles from which the tenant is directed to take 100 acres after preparing a plan. No plan appears to have been prepared. It is not known which portion of the area covered by the boundaries the lessee is in possession. There is no pleading by any of the defendants stating that Exhibit A91 is a valid lease. The 34th defendant appears to have assigned this property in favour of the 35th defendant. In the written statement of the 35th defendant this lease is not supported. Exhibit A27, which is the ledger for the year, shows that only a sum of Rs.400/- was paid by way of premium. From the above discussion it is clear that this lease cannot be supported. **The lease has to be set aside. The members of the tarwad are entitled to repudiate the lease and claim partition ignoring the lease.**

74. *Document No. (f) in the plaint:--* This document is Exhibit B-149 dated 24-6-1956. It is in favour of 35th defendant. It is in respect of 2001 acres. The premium is Rs.15,000/-. The rent stipulated is 4 annas per acre. The period of lease is 48 years. On page 65 of Exhibit A35 there is an entry showing payment of Rs.13000/- way of premium. The balance does not appear to have been paid. The witness examined in respect of this lease is D.W.3 who is the General Secretary of the Nair Service Society. He has admitted that he has no personal knowledge regarding the lease and the lease was negotiated by his predecessor in office. The area from which this 2001 acres are directed to be taken as given in the schedules in the document covers several square miles. It is admitted that the lease would become valid only when 2001 acres are surveyed and occupied. For a long time no survey appears to have been conducted. A plan was produced in Court on 5-8-1966. That is Exhibit B-153. It is significant to note that the written statement is silent about this plan. Though D.W.3 stated that the plan was prepared immediately after the lease was granted, Exhibits B-174 to B-192, B-154 and A110 which are the Administration reports of the Nair Service Society show that no amount was spent for the survey operations immediately after the lease. It is significant to note that in Exhibit B-177 which is the Administration Report for the year 1956-57 no amount appears to have been spent for survey operations. Even before preparing the plan, Exhibits B-155 to B-159, which are permits for felling trees from this area appear to have been obtained and large scale felling of trees done by the Society. It is also significant to note that the plan Exhibit B-153 does not bear the seal of the Stanom. The only reasonable explanation that can be given is that the seal of the Stanom was taken into custody by the inventory Commissioner on 22-12-1956 and the seal was not available subsequent to that date. **Though there is a signature of the 1st defendant in this plan the signature is very much different from the admitted signatures of the 1st defendant. There is, therefore every reason to believe that this plan was prepared long after the filing of the suit and most probably after the 1st defendant died. There is no reasonable explanation given for producing the plan only in 1966. The Administration Reports would indicate that the plan must have been prepared only long after the 1st defendant died and probably sometime before it was produced to support the claim made by this defendant in the suit. At any rate, the lease cannot be supported and the parties to the suit are entitled to repudiate the same. The lease is liable to be set aside. I hold, therefore, that the partition must be effected ignoring this lease.**

75. DOCUMENT NO.(G) IN THE PLAINT:-- This is a lease in favour of the 36th defendant for 1000 acres. The period of the lease is 48 years. The 36th defendant died pending suit and his legal representatives were not impleaded as parties to the suit. The suit has therefore abated against the legal representatives of the 36th defendant. This lease cannot be set aside and the partition has to be subject to this lease.

76. DOCUMENT NO.(H) IN THE PLAINT:-- This lease is for 2000 acres in favour of the 37th defendant. The 37th defendant was the kariasthan of the estate. The 37th defendant is stated to have obtained the lease benami for the 31st defendant. Nobody is claiming this leasehold at present. No plan is produced in respect of this lease. **The lease is for 24 years. The lease cannot therefore be supported. I hold, therefore, that (P-26) this lease has to be set aside and that the parties are entitled to partition ignoring the lease.**

77. DOCUMENT NO. (I) IN THE PLAINT:-- This is a licence in favour of the 38th defendant for cutting trees from 2000 acres in Attapady Malavaram. The licence is within the competence of the Stani and cannot be set aside. **At any rate, the period of the licence has expired and the partition has to be effected ignoring the licence.**

78. DOCUMENT NO. (J) IN THE PLAINT:-- This is a lease for 48 years in favour of the 39th defendant. The 39th defendant has not contested the suit. **Since the lease is for 48 years, the lease has to be ignored as the 1st defendant was not competent to grant the lease. The lease is liable to be set aside.**

79. DOCUMENT NO. (K) IN THE PLAINT:-- This is in favour of the 40th defendant for a period of 48 years. The 40th defendant has not contested the suit. **At any rate, the lease has to be set aside since it is beyond the competence of the 1st defendant. I hold accordingly.**

80. DOCUMENT NO. (L) IN THE PLAINT:-- **This is a lease of forest area for 24 years granted in favour of the 41st defendant. The 41st defendant has not contested the suit regarding this lease. This document also cannot stand in the light of the observations made above. The partition has to be effected ignoring this lease.**

81. DOCUMENT NO. (M) IN THE PLAINT:-- **This is a lease for 48 years in respect of forest area in favour of the 42nd defendant. The 42nd defendant has not contested the suit regarding this lease. The lease has, therefore, to be set aside for the purpose of this partition.**

82. DOCUMENT NO. (N) IN THE PLAINT:-- This is a lease in favour of the 43rd defendant for 48 years. The document is Exhibit B-170. The lessee examined himself as D.W.4. The premium for this lease is Rs.12, 000/- which appears to have been paid in two installments of Rs.2000/- and Rs.10, 000/- respectively. There are relevant entries at pages 232 and 237 of Exhibit A 28. **There is no case that a plan was prepared in respect**

of the area leased. The boundaries cover a vast area from which a portion was allowed to be taken. From what has been stated above, this lease has to be set aside. I hold accordingly.

83. DOCUMENT NO. (O) IN THE PLAINT:-- **This is a lease in favour of 37th defendant for 800 acres. The document is Exhibit A-88. This right is now claimed by defendants 31 and 51.** It is contended that the 37th defendant was benami for the 31st defendant as per Exhibit B167. The 31st defendant has assigned 600 acres from out of that in favour of 51st defendant under Exhibit B-164 for a consideration of Rs.25, 000/-. No schedule is produced in respect of this lease. The area covered by the boundaries is extensive. It is not known in what portion of that extensive area the property which is alleged to have been leased is situated. No reason is given for not producing a plan. The explanation given by D.W.2 regarding this lease on pages 70 to 72 of his deposition is not acceptable. The assignment by the 31st defendant in favour of the 51st defendant is pending suit. The 51st defendant examined himself as D.W.5. **His contention that he was not aware of the suit and that he purchased the property bonafide cannot be accepted. At any rate this (P-27) lease cannot be upheld. It is liable to be set aside and the partition has to be effected ignoring this lease.**

84. Besides these leases, some other transactions are also questioned by the plaintiff. One such transaction is the possessory mortgage; Exhibit A-9 dated 8-7-1954 for Rs.18, 000/- executed by the 1st defendant in favour of the 31st defendant. It is contended that this document was executed without any consideration and that even assuming that any consideration was paid the document was not supported by family necessity or benefit. It may be noted in this connection that at the time when the 1st defendant married the 31st defendant, the 31st defendant had no properties at all. Exhibit A-48 is the partition deed in the family of the 31st defendant. She got very little of property under that partition deed. The fact that the tarwad of the 31st defendant was not in affluent circumstances is clear from the evidence of D.W.2 at pages 40 to 47 of his deposition. Some properties were acquired in the name of 31st defendant after the 1st defendant married her. These acquisitions are evidenced by exhibits B-131 to B-137. It is significant to note that most of these documents were taken after the 1st defendant became the Stani. It is also significant to note that in Exhibit A-8, which is the day book maintained by the Stanom, the considerations paid for some of the acquisitions made in the name of the 31st defendant are entered. In these circumstances, it is alleged that the 31st defendant is not likely to have paid the consideration for Exhibit A-9 and that the consideration shown in Exhibit A-9 is false. The 31st defendant has not been examined to prove that she has paid consideration for this document. D.W.2 who was examined could not substantiate the contention that a sum of Rs.18, 000/- was paid by the 31st defendant to the 1st defendant. There is no evidence to prove that the document is supported by consideration.

85. It is not known for what purpose the sum of Rs.18, 000/- was borrowed by the 1st defendant from the 31st defendant. Exhibit A-27 is the ledger for the 1952-53. There are entries showing the amounts paid into the hands of the 1st defendant during that year. The account further shows that there were large amounts by way of surplus in the hands of

the 1st defendant during the relevant period. That fact is seen from Exhibit A-34 also which is the ledger for the year 1953-54. In 1953-54 itself more than Rs.40, 000/- appears to have been received by the 1st defendant by way of income from the estate. Exhibit A-46 is a ledger for 1954-55 and that shows that during that year also large amounts were received by the 1st defendant by way of income from the Stanom properties. In these circumstances no necessity for borrowing a sum of Rs.18,000/- from the 31st defendant can be stated to have been established. The fact that the transaction is highly injurious to the Stanom can be seen from the document itself. The mortgage takes in extensive paddy lands in the possession of tenants. The mortgagee is entitled to collect 1955 paras of paddy. The purappad payable is only 395 paras of paddy. This leaves a balance of 1560 paras of paddy by the 60-nazhi para towards interest on the mortgage amount. Considering the price of paddy in 1954 the interest works out more than 35% per annum. D.W.2 at pages 79 to 86 of his deposition has stated that the tenants of these properties were not paying the rent regularly and therefore the mortgage was a profitable one to the Stanom. It is difficult to accept the contention that the mortgage of such valuable paddy lands for a comparatively low amount of Rs.18, 000/- without any necessity to execute such a document is a transaction which is beneficial to the interests of the Stanom. **The document has therefore to be set aside and the partition has to be affected ignoring this document.** (P-28)

86. The other document disputed by the plaintiff is Exhibit A-11. Exhibit A-11 is a lease of forest area having an extent of 600 acres for a period of 24 years in favour of the 31st defendant. The premium fixed is Rs.1200/-. The purpose of the lease is to cut trees and to cultivate the property. The rent stipulated is 8 annas per acre. The lease is dated 15-6-1951. The lease not expressly mentioned in the plaint. **In the plaint there is a prayer that if for any reason any lease which is liable to be set aside if not mentioned in the plaint on account of the fact that the plaintiff is not in possession of the documents of the estate, the plaintiff should be given the right to question such lease also. At any rate, Exhibit A-11 is a lease, which cannot be supported in law in view of the discussion made above. Prayer A in the plaint will cover this transaction also. Under the circumstances though Exhibit A-11 is not expressly mentioned in the plaint, it has to be held that this lease has to be set aside. I hold this point accordingly. The plaintiff will pay court fee regarding this lease if not already paid.**

87. Another transaction disputed by the plaintiff is Exhibits A-10. It is a munpattom deed dated 4-9-1956 in respect of a house situated in Palghat Municipality in favour of the 31st defendant. The house was fetching a rent of Rs.30/- per month, vide page 519 of Exhibit A-28. It is alleged that this house was in a dilapidated condition and the Palghat Municipality had issued notices Exhibits B-83 and B-84 directing that the building should be demolished as it was in a dangerous condition. Since the Stanom could not effect repairs to the house the 1st defendant is stated to have executed Exhibit A-10 in favour of the wife the 31st defendant. It is contended that Exhibits B-83 and B-84 are themselves false notices which do not contain the seal of the Municipality. Exhibit A-97 a communication received by P.W.1 has given evidence to the fact that on enquiries he learnt that Exhibits B-83 and B-84 were sent at the instance of the 1st defendant to make it appear

that the building was in a dilapidated condition. The 31st defendant has assigned her right in the property to her daughter, the 46th defendant, under Exhibit B-85. It is recited in Exhibit B-85 that the 46th defendant had spent considerable amounts for effecting repairs to the building. D.W.2 has spoken regarding this fact on pages 92 to 94 of his deposition. It is difficult to believe that the Stanom with its vast income was not in a position to find this small amount required for the purpose of effecting repairs to this house at Palghat. P.W.1 has stated that the house was not in a dilapidated condition as contended by the 31st defendant. Even the recitals contained in Exhibit B-85 would show that the repairs effected were not very considerable and beyond the means of 1st defendant. At any rate, this document is not supported by necessity or benefit and cannot be taken as valid and binding on the Stanom. I hold, therefore, that this document also has to be set aside. For the above reasons, on issue No.21 I hold that the transactions mentioned in paragraph 11 of the plaint are not valid and binding on the Stanom to the extent stated above. On Issue No.22 I hold that the mortgage transaction for Rs.18,000/- executed in favour of the 31st defendant is not valid and binding on the plaintiff and defendants 3 to 30 and that they are entitled to repudiate the same. I further hold that Exhibit A-10 is liable to be set aside. On Issue No.45 I hold that alienations impugned are bad for the reasons stated above. On Issue No.46 I hold that the plaintiff and other members of the tarwad are entitled to impugn these alienations. **On issue No.47 I hold that the documents executed in favour of defendants 31, 32 and 36 are sham documents which are liable to be set aside. (P-29)**

88. *Issue No.20 in O.S.65/1956* :-- This relates to the income of the properties for the purpose of mesne profits. The question of income will have to be gone into in the final decree proceedings. This issue is left open to be decided at the time of passing the final decree.

89. *Issue No.23,52 and 56 in O.S.65/1956* :-- These issues were considered by my learned predecessor and a finding was recorded on 9-12-1964. There was a Civil Revision Petition filed against the order as C.R.P. No.675 of 1965. As per the order dated 26-11-1965 that C.R.P. was dismissed. The finding recorded on these issues by my learned predecessor has, therefore, to be treated as part of this judgment. The court fee has been paid as directed in that order.

90. *Issue No.24 in O.S.65 of 1956* :-- **THE CORRECT METES AND BOUNDS OF THESE PROPERTIES HAVE TO BE DETERMINED AT THE TIME OF THE PASSING OF FINAL DECREE. THE PROPERTIES INCLUDE EXTENSIVE AREAS OF UNSURVEYED FORESTLANDS. IT IS NOT NECESSARY OR POSSIBLE AT THIS STAGE TO RECORD A FINDING REGARDING THE CORRECTNESS OF THE METES AND BOUNDS OF THE PROPERTIES. THIS ISSUE IS, THEREFORE, LEFT OPEN TO BE DETERMINED AT THE TIME OF PASSING THE FINAL DECREE.**

91. *Issue No.26 in O.S.65/1956* :-- **To the extent mentioned above, defendants 31 to 35 are in possession of the Stanom properties. I have held that the leases in their favour have to be set aside. Defendants 31 to 35 are, therefore, liable**

to surrender possession of the properties in their possession covered by the said leases for the purpose of dividing the properties. The issue is found accordingly.

92. *Issue Nos.28 and 54 in O.S.65/1956* :-- It is contended that since the lease in respect of the Stanom properties in favour of the various leases mentioned in paragraph 11 of the judgment have been found to be not valid and binding on the plaintiff and defendants 3 to 30, the improvements effected by them should be reserved in their favour and the value of improvements should be paid to those tenants. The finding recorded by me is that the leases were beyond the competence of the Stani. **Regarding the leases which are found to be not valid and binding on the Stani, it is clear that the Stani had absolutely no right to enter into such transaction with the lessees.** It cannot be argued for a moment that the lessees are entitled to claim value of improvement in respect of such leases. "Tenant" is defined in the Kerala Act 29 of 1958 as any person who as lessee, sub-lessee, mortgagee, or sub-mortgagee or in good faith believing himself to be a lessee, sub-lessee, mortgagee or sub-mortgagee of land, is in possession thereof. It cannot be contended that these lessees bonafide believed that they are lessees when they took these extensive areas on lease for long periods for small amounts. They cannot, therefore, be deemed to be bonafide tenants within the meaning of the Act. Even under Section 51 of the Transfer of Property Act they cannot be said to have bonafide effected improvements in these properties. It has been held in *Bimal Chandra v. Manmathanath* (A.I.R. 1954 Calcutta 346) that the transferor from whom he derived interest was absolutely entitled to the property and "good faith" includes a due enquiry. In *Nanjappa Gounden v. Peruma Gounden* (I.L.R.32 Madras 536) it has been held that good faith under Section 51 of the Transfer of Property Act is not necessarily precluded by facts showing negligence in investigating the title. So far as the lessees are concerned Act 29 of 1958 is clear that it is well settled that a tenant claiming improvements has to prove that he bonafide believed that he was entitled to effect improvements and to claim compensation from the landlord. The conditions (P-30) prescribed in the Act for enabling the tenant to claim compensation have not been established in this case. More over, the tenants in this case have realized huge amounts by cutting trees from the properties purported to have been leased. The boundaries given in these documents extend to several square miles. The tenants have actually cut trees from extensive areas which are not covered by the leases. The Stanom has incurred great loss on account these circumstances. It is not possible to hold that there was any bonafide in the transactions entered by the lessees with the Stani. It is doubtful whether the Act is applicable to lease of forest areas for cutting trees. I hold, therefore, that they are not entitled to any value of improvements. At any rate, though D. Ws. 2 to 5 have given some huge figures as the amounts invested by the tenants in these properties, they have not taken out commissions to show that those investments have been made. It is not even proved that there are improvements in these properties. It is admitted by these witnesses that they have indulged in large scale cutting of trees. **In these circumstances, I hold that these defendants are not entitled to reservation of the improvements in respect of these leases.**

93. Exhibit B-95 is a mortgage in favour of one Kammappa who is the 36th defendant in the suit. He died pending suit and his legal representatives have not been

impleaded. The 36th defendant assigned the mortgage right in favour of defendant 9 to 30 under Exhibit B-96. Exhibit B-95 is admitted to be valid and binding on the estate. The property in Exhibit B-96 has been exchanged with another property as per Exhibit B-97 executed by the 1st defendant. This right has to be reserved at the time of the partition in favour of defendants 9 to 30.

94. Exhibit B-1 is a mortgage executed by the late Moopil Nair in favour of the 4th defendant. That mortgage was renewed under Exhibit B-99 by the 1st defendant. This mortgage is not disputed. This mortgage also has to be reserved in favour of the 4th defendant at the time of the partition. Apart from these no other parties are entitled to any reservation. These issues are found accordingly.

95. *Issue No.25 in O.S.65 of 1956* :- This issue relates to the movables. The movables were taken custody of by the inventory Commissioner. As the description given by the inventory Commissioner in his list of the movables taken custody of by him did not agree with the description given in the plaint D schedule, the plaint D schedule was amended and the movables now claimed are described in the plaint D1 schedule. These movables admittedly include the movables which belong to the Devaswom owned by the Stanom. It is admitted that items 1 to 151, 270, 307, 326, 327, 328 and 378 to 382 belong to the Devaswom. These movables are, therefore, not available for partition. Item 375 is an elephant. Though there was dispute regarding that item, it is not admitted that item 375 in plaint D1 schedule belongs to Devaswom.

96. Items 242 to 254, 262 to 280, 292 and 331 to 344 are big vessels used for conducting feasts. These movables were taken into custody by the inventory Commissioner from the residence of the 31st defendant. The 31st defendant contends that these movables belong to her. It is on the other hand, contended by the plaintiff that these movables belong to the Devaswom and were being used at the time of conducting feasts in the temple on the Pooram day. It is not known how these movables were kept in the private residence of the 31st defendant. These movables have not been proved to belong to the Devaswom. Though P.W.1 has stated that the Devaswom movables were kept in the residence of the 31st defendant, (**P-31**) there is no circumstances established as to why they were so kept in the residence of the 31st defendant. D.W.2 stated that these movables were purchased by the 31st defendant for her private use. Since these movables were found to be in the custody of the 31st defendant at the time when they were taken into custody by the Commissioner, I hold that these movables belongs to the 31st defendant. They should be given to her and are not available for partition.

97. Item 314 is a silver vessel. This vessel is stated to have been purchased by the 31st defendant. Reliance is placed on an entry in Exhibit A108 to show that the vessel was purchased at the time when nvkrzklwM was performed in the temple in 1129 M.E. It is, on the other hand, contended by the 31st defendant that it was purchased by her as a fancy article. The article was taken from the custody of the 31st defendant. Exhibit A-108 does not conclusively show that this item was purchased with temple funds. In these

circumstances I hold that item 314 belongs to the 31st defendant exclusively and is not available for partition.

98. Two other items of movables which are in dispute are a car and a jeep which are items 82 in D schedule and 359 in Plaintiff D1 schedule. The registration certificates of these vehicles are not produced. It is admitted that the jeep was registered in the name of 31st defendant and the car was registered jointly in the names of 1st and 31st defendants. D.W.2 has given evidence on pages 120 to 125 of his deposition that the car and jeep belonged exclusively to the 31st defendant. But the plaintiff relies on Exhibit A-118 which is a file maintained in the Stanom office relating to the car belonging to the estate. They also rely on page 27 of Exhibit A-27, pages 28 to 30 and 126 of Exhibit A-34, page 29 of Exhibit A-46, page 313 of Exhibit A-31. These accounts show that amounts were being spent for the maintenance of the car and the jeep for the past several years prior to the death of the 1st defendant. It is therefore argued that the car and the jeep must be presumed to belong to the Stanom. The ownership of these vehicles has only to be determined with reference to the registration certificates.

99. Exhibit B-129 is a motor vehicle Insurance Policy relating to the jeep which was given to the 31st defendant. That shows that the jeep stood registered in the name of the 31st defendant. P.W.1 has admitted that he was the agent of the Insurance Company who effected this policy on the jeep. It is difficult to understand how P.W.1 can now say that the jeep belongs to the Stanom. The car has subsequently been sold away after the death of the 1st defendant. P.W.1 has admitted on page 124 of his deposition that the registration of the car stood in the name of the 1st defendant and 31st defendant jointly. It has not been established that the car belonged to the 1st defendant. I hold that the car and the jeep must be deemed to belong to the 31st defendant exclusively and are not available for partition.

100. There are two elephants mentioned as items 80 and 81 in D schedule. Item 80 admittedly belonged to the estate. The 31st defendant has claimed item 81. D.W.2 has given evidence regarding this point. There is no evidence to the contrary. I hold that item 80 in D schedule belong to the Stanom and is available for partition and that item 81 in that schedule belongs to the 31st defendant exclusively.

101. The other movables in the list were recovered from the residence of the 31st defendant. The Stanom has not established its claim on (P-32) those movables. I hold therefore that the other movables in the plaintiff D1 schedule except items of furniture taken into custody from the Stanom Office belong to 31st defendant exclusively and are not available for partition. The movables which are found to be available for partition will be produced at the time of partition by those who have taken the same on kychit. The movables belonging to the Devaswom will be delivered in accordance with the directions contained in this judgment. This issue is found accordingly.

102. ISSUE No.29 and 44 in O.S.65/1965:-- The shares are not disputed. Defendants 48 and 49 were born subsequent to the filing of the suit. But they were born

before the 1st defendant died. They are also entitled to shares. The properties are, therefore, to be divided into 33 shares. The plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 are each entitled to one share. The one share, which the 1st defendant had, should go to his personal heirs. The question as to who are the personal heirs of the 1st defendant will be discussed later on. Defendants 48 and 49 are children of the 8th defendant **They claim their shares jointly. The shares will be allotted accordingly and these issues are found as stated above.**

103. ISSUE Nos 30 and 53 in O.S.65 of 1956:- Regarding the assets it is not disputed that the immovable properties described in the plaint schedule and the house mentioned in the written statement of defendants 9 to 18 etc., belong to the Stanom. But regarding item 758 of the plaint B schedule, which is the Attappady Malavaram belonging to the Stanom, there is some dispute between the parties. It is stated in the plaint that Attappady Malavaram has got an area of 50, 000 acres. It is common case that Attappady Malavaram consists of Thazhe Malavaram, Pulikkal Malavaram, Poonchola Malavaram and Kanhirapuzha Malavaram. But it is contended by the 31st defendant and her children who have unauthorisedly kept possession of portions of these Malavarams that Thazhe Malavaram, Pulikkal Malavaram, Poonchola Malavaram and Kanhirapuzha Malavaram are not expressly mentioned in the plaint schedule and that therefore there is no suit for partition of those Malavarams. **It is difficult to understand how the 31st defendant and her children are entitled to make such a contention. They have absolutely no title over these Malavarams. They have unauthorisedly kept possession of portions of these Malavarams. They cannot set up any legal right by reason of their unauthorised possession. No question of limitation or adverse possession can arise because the title of the Stanom over those Malavarams is not disputed. The plaintiff will therefore be entitled to partition of these Malavarams which are portions of Attapady Malavaram and are known by that name.**

104. Regarding the movables, I have already indicated the movables which are available for partition.

105. Regarding the liabilities it is contended that the 1st defendant had kept large amounts by way of Central Income Tax and Agricultural Income tax in arrears. The authorities took proceedings to realize those amounts and the amounts were subsequently paid by the Receiver from out of Stanom funds. Exhibit A-100 is a statement filed by the Receiver showing the various amounts which were due from the estate. It is contended by the plaintiff that these amounts should be made a charge on the share of the 1st defendant and that the personal heirs of the 1st defendant should be directed to pay proportionate amounts to the other sharers. It is not possible to accept the contention of the plaintiff. The successors to the Stani can take the properties only subject to the liabilities. If a Stani had succee-(P-33)-ded the 1st defendant, the succeeding Stani could not have claimed the amounts paid by him from the wife and children of the late Stani. The liability was that of the Stanom and the heirs under the Hindu Succession Act cannot have a better right of succession than that of a succeeding Stani. Under the circumstances the Stanom is liable to pay the arrears of income tax and agricultural income tax which accrued due during the

lifetime of the 1st defendant, and the personal heirs of the 1st defendant cannot be made liable for those amounts. Those amounts are not, therefore, available for partition.

106. There are arrears of rent in respect of the properties outstanding. The 31st defendant and her children claim the right to collect the arrears upto 3-1-1960 on which date the 1st defendant died. The 31st defendant and her children cannot have any right to claim arrears of rent outstanding. It must go to the successors-in-interest of the Stani. Under the circumstances all arrears of rent outstanding and which have accrued upto 3-1-1960 and subsequently must be deemed to belong to the Stanom and must be treated as assets which are available for partition.

107. Another asset claimed by the plaintiff is a sum of Rs.50,000/- which was paid to the 2nd defendant. It would appear that when the 1st defendant died the 2nd defendant claimed to have resumed possession of the Stanom and began to collect income from the Stanom properties. The 31st defendant and her children also began to collect the income from the properties as the heirs of the 1st defendant. Their contention was that they had succeeded to all the Stanom properties under the will executed by the late Stani. C.M.P.231/60 was filed before the High Court for an order restraining the wife and children of the 1st defendant from collecting the income from the estate. The C.M.P. was filed in the High Court because at the time C.M.A.37/58 from a petition for appointment of Receiver was pending in the High Court. C.M.P.842/60 was also filed for the appointment of a Receiver. In the meanwhile the members of the tarwad entered into the Karar, Exhibit A-65 for the proper management of the Stanom properties. The 5th defendant was the President of that committee. In the meanwhile the plaint was amended under Section 7 (3) of the Hindu Succession Act. That amendment was allowed as per I.A.163/60. A Civil Revision Petition was filed against that order. The 2nd defendant had also filed O.P.1121/60 before the High Court. Pending these proceedings the management of the estate was in utter confusion. At that time a mediation was effected and P.W.2 who is a member of Nilambur Kovilakam and who is an advocate practicing in Manjeri bar, was appointed as manager to conduct the proper management of the Stanom properties by the consent of all parties. Exhibit A-68 is a letter written by 2nd defendant to P.W.2 regarding that matter. Exhibit A-69 is the authorisation letter signed by the members of the tarwad in favour of P.W.2. Under the agreement the 2nd defendant is stated to have agreed to relinquish his right of management in favour of P.W.2. But as a consideration for that he wanted a sum of Rs.55,000/- should be paid to him. It is also now contended that as a consideration for the relinquishment of the management the 2nd defendant wanted that 3000 acres of property should be given free to him over and above his share at the time of the partition. Regarding the agreement to give 3000 acres of property free to the 2nd defendant, no evidence has been let in. the 2nd defendant has not examined himself to prove the agreement. The evidence of D.W.1 (**P-34**) examined on his behalf does not establish the claim. That part of the contention is, therefore rejected.

108. Regarding the sum of Rs.55, 000/- which the 2nd defendant demanded as a consideration for relinquishment of the management by him in favour of P.W.2, it is admitted that Rs.50, 000/- was paid to the 2nd defendant. Exhibit A 70 is the voucher

executed by the 2nd defendant in favour of P.W.2, Though Rs.55, 000/- is mentioned as having been received by the 2nd defendant in Exhibit A 70, it is admitted that only a sum of Rs.50, 000/- was paid. It would appear that subsequently the 2nd defendant did not honour the contract. He began to collect the income from the properties. Though it had been agreed that the 2nd defendant should not draw the Land Acquisition amounts to the tune of about a lakh of rupees lying in deposit in the Palghat Sub Court, the 2nd defendant attempted to draw those amounts contrary to the agreement. Exhibits A-77 and A-78 are documents produced to show that the 2nd defendant had made attempts to draw the Land acquisition amounts from the Palghat Sub Court. The parties fell out. Though P.W.2 assumed management of the estate, letters terminating his management were sent by the 2nd defendant to P.W.2. Exhibits A-79 to A-81 are the letters which passed between the 2nd defendant and P.W.2 regarding that matter.

109. **In the meanwhile O.S.22/1961 was filed for restraining the 2nd defendant by permanent injunction from doing acts of management. O.S.5 of 1962 was filed by the 2nd defendant for restraining P.W.2 from doing acts of management. There were proceedings under Section 107 of the Criminal Procedure Code as M.C. Nos.6 and 7 of 1962. In the meanwhile I.A.289/1962 was also filed in this Court for the appointment of a Receiver. A Receiver was appointed by this Court to manage the properties.** These facts are not disputed.

110. It is now contended by the plaintiff that a sum of Rs.50, 000/- was paid to the 2nd defendant on the understanding that the amount should be adjusted against his share at the time of division and that the amount should be taken into account as an asset already allotted to him at the time of the partition. It is, on the other hand, contended by the 2nd defendant that this amount was given free to him without any liability to make good the amount or to get it adjusted against his share and that the plaintiff cannot claim any division regarding this amount.

111. No doubt, it is stated in Exhibit A-70 which is a voucher passed by the 2nd defendant for the amount received by him, that the amount was given free to him. But the document does not show that regarding this amount the 2nd defendant had any liability to account at any time. The circumstances under which this amount was paid to the 2nd defendant are spoken to by P.Ws 1 and 2. P.W.2 is an advocate practicing in the Manjeri bar. He is a member of a very rich and influential family in Malabar. His evidence can safely be relied upon because it is seen that at one time both the 2nd defendant and the other members of the family had absolute confidence in P.W.2. P.W.2 has stated that the agreement was that the sum of Rs.50, 000/- should be adjusted against the share to be allotted to the 2nd defendant and the amount was not given free as stated by the 2nd defendant. He has further stated that though that was the agreement the 2nd defendant stated in the voucher that it was given free to him. P.W.2 has further stated that even at the time P.W.2 had requested the 2nd defendant to issue a fresh voucher as the recitals contained in Exhibit A-70 did not comply with the conditions of the agreement. It is difficult to accept the suggestion that P.W.2 has given false (P-35) evidence regarding this matter. I have no hesitation in accepting the evidence of P.W.2 regarding this point. The 2nd defendant has

not examined himself to explain the circumstances under which the sum of Rs.50, 000/- was received by him. D.W.1 who was examined on the side of the 2nd defendant is a casual witness. He is the kariasthan of the Mana drawing a salary of Rs.50/-. He had gone there to receive some amounts which were due to the Mana from the 2nd defendant. It is difficult to believe that this kariasthan was present at the discussion which happened from inside the Pathayapura of the Stanom when the parties came to the agreement. I hold, therefore, that a sum of Rs.50, 000/- should be taken into account when allotting properties to the 2nd defendant. It should be treated as an asset which is also allotted to him.

112. The other assets are the land acquisition amounts remaining in court deposit in Palghat Sub Court and in this Court. There is no doubt that these amounts have to be divided as assets available for partition. On these issues I hold that the assets and liabilities to divided are as stated above.

113. ISSUE No.32 IN O.S.675 of 1956 :-- There are temples belonging to the Stanom. It is contended that a scheme for proper management of these temples should be framed in this decree itself. Though the temples have got properties the temples cannot be treated as assets of the Stanom. The member who is entitled to assume to Stanom becomes the trustee of the Devaswom. That is an age-long custom which cannot be stated to have been affected by any of the provisions of the Hindu Succession Act. The members of the tarwad cannot be deemed to have obtained any right to the Devaswom properties or over the management of the Devaswom by reason of the provisions contained in Section 7 (3) of the Hindu Succession Act. Under the circumstances, the custom prevailing in the family should prevail. I hold, therefore, that the seniormost member in the tarwad of the plaintiff and defendants 1 to 30 will get the right to manage the Devaswom and that no arrangement can be made for the management of the Devaswom. All the movables which are found to belong to the Devaswoms should be delivered over to the 2nd defendant by the persons concerned and the 2nd defendant can assume the management of all properties of the Devaswom. This issue is found accordingly.

114. ISSUE NO.33 IN O.S.65/1956:-- The Devaswom properties are not available for partition. I have indicated what are the properties available for partition. No further consideration arises under this issue.

115. ISSUE NO.34 and 43in O.S.65/1956:-- The 1st defendant has died and the Elaya Sthanom properties have been deleted from the plaint. I hold, therefore, that defendants 1 and 2 are not liable to account in the event of partition.

116. ISSUE NO.35 IN O.S.65/1956:-- I have already held that the suit for partition is maintainable. No further consideration arises on this issue.

117. ISSUE NO.48 IN O.S.65/1956:-- Court-fee has been paid for the relief of possession in respect of the properties which are covered by the leases impugned in this suit. The contention in the plaint is that the leases are null and void. But since possession

has passed to the lessees court-fee has been paid for recovery of possession. In these circumstances I hold that the claim against defendants 31 and 32 is maintainable.

118. ISSUE NO.49 IN O.S.65/1956:-- It is contended that the personal heirs of the 1st defendant should be made liable to account. It is (P-36) contended that they have made collections subsequent to the date of death of the 1st defendant and that they should be made liable to account for those amounts. There is no definite evidence to show that the personal heirs of the 1st defendant have made collections from the Stanom properties.

119. It is next contended that in respect of the licence for 20,000 acres in their favour they have cut trees worth several lakhs of rupees from the properties and that they should be made liable to account in respect of those amounts. I have already held that the licence is valid and binding on the estate. Therefore, no question of accounting will arise. It is not proved that the personal heirs of the 1st defendant have got any liability to account for the properties of the Stanom. Regarding the mortgage in favour of the 1st defendant which has now been set aside also it cannot be said that the 31st defendant has got any liability to account regarding the income from the properties in Exhibit A-9. But the 31st defendant has to account for the income in respect of the properties in Exhibit A-9 from the date of this preliminary decree. **The lessees have the liability to account for the income from the properties in their possession as lessees in respect of the leases which have been set aside under this decree from the date of this decree.** I hold that except to the extent indicated above the personal heirs of the 1st defendant have no liability to account. I hold that the 31st defendant and her children are liable to account to the extent indicated above. This issue is found accordingly.

120. *Issue No.50 in O.S.65 of 1956:--* This issue relates to two schools owned by the Stanom. The Stanom is said to own two schools. One in a lower primary school which is described as item 761 in the plaint B schedule regarding which there is no dispute between the parties and it is admitted to be a school belonging to the Stanom. The High School regarding which there is dispute between the parties is described as items 759 and 763 in the plaint B schedule. There are some National Savings Certificates which are tendered as security for the school which are described as items 384 to 387 in plaint D-1 schedule. The members of the tarwad claim the High School as belonging to the Stanom while the 31st defendant contends that the school belongs to her.

121. It would appear that the High School was originally situated in a property which belonged to the tarwad (not Stanom). The property was leased by the tarwad to the Stanom. Some other portions of the same property had been leased to strangers. The Stani purchased the tenancy right in respect of the remaining portion of the property also. In 1925 buildings were put up by the then Mooppil Nair with Stanom funds. The Stani was finding it difficult to conduct the High School. So for the proper management of the High School it was surrendered to the Malabar District Board in 1929. In 1935, for reasons not known, the District Board abolished the High School classes in this school. O.S.99 of 1941 was filed by the Stani against the District Board for directing the District Board to conduct High School properly. That suit was compromised. Under the compromise decree the

District Board surrendered the school to the then Stani. The 1st defendant got back possession of the School in his capacity as Stani. Litigations arose regarding the school property in the form of two suits, O.S.475/1943 and O.S.433/1944 in the Munsiff's Court of Perintalmanna. Exhibit A-37 is the certified copy of the judgment in those suits. Exhibit A-38 is the certified copy of the plan and report in the two suits. After those suits were disposed of, a society was formed with the 1st defendant as the head for the proper management of the school. The 1st defendant, 31st defendant, her children, the headmaster of the school and a clerk (**P-37**) were the members of that society. Exhibit B64 is the Memorandum of Association which was registered in 1960 after the death of the 1st defendant.

122. It is contended that the 31st defendant has spent about Rs.75,000/- for the construction of new buildings for the school and that, therefore, the schools belong to her. It may be stated at the outset that even prior to the construction of the buildings by the 31st defendant, there was school in existence. That school has not been transferred by the 1st defendant in favour of the 31st defendant by any document of title. Exhibits B-145 and B-146 which were the accounts of the 31st defendant, are produced to show that she has spent considerable amounts for constructing buildings for this school. D.W.2 has stated that the new buildings of the school were constructed at the expense of 31st defendant. It is contended on the basis of these documents that the school itself belongs to the 31st defendant. Reliance is also placed on Exhibit B-60, which is the assignment of the property by some of the members of the tarwad in favour of the 31st defendant for the benefit of the school. Exhibit B-65 is the order recognising the Society by the authorities after the death of the 1st defendant. Reliance is placed by the plaintiff on the document Exhibit B-173 which shows that permission was obtained for cutting trees for the construction of the buildings for the school. From what is stated above, there is no doubt that the school originally belonged to the Stanom. The question which has to be considered is whether the title of the school has been transferred in favour of the 31st defendant. There is no evidence to show that the title has been transferred in favour of the 31st defendant. Admittedly there is no document of title. The registration of a Society for the proper management of the school taking in the 31st defendant and her children as members thereof will not effect a transfer of the title to the school buildings and the compound in favour of the 31st defendant. The accounts produced by the 31st defendant have not been properly proved. The accounts cannot be said to be improbable that he would have spent amounts from the Stanom funds for the construction of the school buildings. Even assuming that the 31st defendant constructed some buildings for the school it cannot be said that she has derived title in respect of the entire school. The position, therefore, is that the school must be deemed to belong to the Stanom. I hold accordingly.

123. The question which has now to be considered is what is the arrangement that has to be made for the management of the school. There is already a Society which has been recognised by the authorities. The 1st defendant was the President of the Society. It would be rather injurious for the proper management of the school if the school is directed to be divided along with other properties. There is likelihood of the school being allotted to one of the members who may not be interested in conducting the school. In the

circumstances, it is directed that the school should not be taken as an asset to be divided along with other properties. But it is held that the seniormost male member in the tarwad of the plaintiff and defendants 1 to 30 would be the person entitled to be the President of the Society formed for the management of the school and that he has for the right to get himself included as a member thereof from time to time. Regarding the other (P-38) members of the Society, the existing Society will have the right to decide as to who are to be the members and who all should continue to be the members of the Society. But the other members of the Society have no right to dispute the Seniormost male member from among the members of the tarwad of the plaintiff and defendants 1 to 30 from being President of the Society. If the seniormost member is not willing to be a member of the Society, the next anandiravan, and if he is not willing, the next below him, would be entitled to get himself included as the President of the Society. Regarding the L.P. School also the seniormost male member would be entitled to manage.

124. There are National Savings Certificates which are tendered as security for the School. The value of the certificate comes to Rs.20, 000/-. They are mentioned as items 385 to 388 in plaint D1 schedule. Originally the National Saving Certificates were purchased in the name of the 1st defendant. Those National Savings Certificate were taken by the 31st defendant on a kychit executed by her in favour of the Court. The National Savings Certificates were not produced subsequently, I.A.855/1964 was filed to cause the 31st defendant to produce the Certificates in court. But the 31st defendant produced certificates of the same value which were newly purchased in her name after appropriating the interest to the extent of Rs.8,000/-. The new certificates produced are in the name of the Society. Anyhow, since this is a matter which relates to the administration of the school it is for the Society to consider whether the 31st defendant has mis-appropriated the interest on the original certificates and if so make her produce the amount for the benefit of the school. Future administration of the funds will vest in the Society under the supervision of the Educational authorities. I do not think it is necessary to give any further direction regarding this school.

125. Regarding the Devaswom, I have already stated that the management has to vest in the seniormost male member of the tarwad of the plaintiff and defendants 1 to 30. No scheme of management can be framed for the reasons already stated. This issue is found accordingly.

126. ISSUE Nos.58 & 59 in O.S./1956:-- The 50th defendant was the kariasthan of the Attappady Malavaram under the Stanom. Even after the 1st defendant died he is alleged to have collected by way of rent large amounts from the tenants of the Malavaram. There is a prayer in the plaint that he should be made liable to account for the amounts which he has collected. The allegation is that he was in possession of the receipt books and account books and that misusing the receipt books he has collected amounts from tenants and issued receipts to them. Those receipt books and accounts books have not been produced by him. It is contended that by the 50th defendant that no relief can be claimed against him in the suit which is one for partition. But it has to be stated that the allegation in the plaint is that the 50th defendant is in possession of funds belonging to the estate which

are liable for partition. It has not been proved that the 50th defendant has rendered accounts to anybody after the death of the 1st defendant. Whether or not he has collected amounts from the tenants utilising old receipt books is a matter of evidence and which the plaintiff has to establish. Since that is a matter of accounting which cannot be gone into at this stage. The point has to be decided at the time of passing the final decree. The liability of the 50th defendant is restricted to the amounts which the plaintiff would be able to prove that the 50th defendant has collected from the tenants. I hold, therefore, that the plaintiff has got a cause of action against the 50th defendant. I further hold that the 50th defendant is liable to (P-39) account for the amounts which the plaintiff is able to prove that he has collected after the death of the 1st defendant. The quantum will be determined in the final decree proceedings. These issues are found accordingly.

127. Issue No. 55 in O.S.65/1956:-- **The question of mesne profits can arise only after the death of the 1st defendant. Soon after the 1st defendant died there was a committee formed to manage the properties. Then the management was vested in P.W.2. There is no definite evidence as to what extent the 2nd defendant had collected the income. P.W.2 has given away his accounts, cash etc. when he was discharged. Subsequently a Receiver was appointed and the receiver is now in management.** Though it is contended that the committee and the 2nd defendant should be made liable to account for the amounts collected by them, there is no definite evidence regarding the period during which these people were collecting the income and the extent to which they have made the collections. There is no use directing an enquiry regarding these points without definite allegations. In these circumstances I hold that apart from the liability to account which I have already stated, the parties are not liable for mesne profits.

128. Issue No. 57 in O.S.65/1956:-- Since the members of the tarwad have succeeded in the suit, costs of the plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 will come out of the estate. The other defendants shall bear their own costs.

129. ISSUE No.1 in O.S.1/1960:-- This is a suit for declaration that the will executed by the 1st defendant is valid and binding on the properties of the Stanom and for injunction. The will was executed by the 1st defendant giving away the properties of the Stanom in favour of his wife, the 31st defendant, the children of the 31st defendant and his child by the deceased elder sister of the 31st defendant, whom the 1st defendant had married, excluding the 47th defendant who is his daughter by his first wife. The will is a registered will which is marked as Exhibit B86. It is attested by a medical practitioner who was the family doctor of the 1st defendant and by the present 2nd defendant. The genuineness of this will is disputed by the 47th defendant. Regarding the suit itself it is contended that it was instituted without the consent and knowledge of the 1st defendant. According to the contention the 1st defendant was not in proper senses at the time when the suit was filed. It would appear that the suit was filed on 2-1-1960. The 1st defendant died on 3-1-1960. It would appear that the signature alleged to have been put by the 1st defendant on the plaint and the vakalath in the suit are very much different from other signatures in admitted documents. The signature of the 1st defendant in the plaint has not been proved. **The signature was sent for examination by the handwriting expert who has submitted the**

report Exhibit C1 in which the Hand Writing Expert has stated that it is not the signature of the 1st defendant. In these circumstances, I hold that the plaint and vakalath have not been signed by the 1st defendant who is the 1st plaintiff in the suit.

130. ISSUE No.2 in O.S.1/1960:-- The suit was foiled at the time when 1st defendant was alive. The suit was continued after the 1st defendant died by the other plaintiffs who are 31st defendant and her children. The suit is for a declaration that the will is valid and binding on the properties of the Stanom and for injunction. A suit for declaration that the will is valid, after the death of the 1st defendant is maintainable even assuming that the 1st defendant has not signed in the plaint. I hold therefore that the suit is maintainable.

131. ISSUE No.3 in O.S.1/1960:-- It is contended that the 1st defendant was not competent in law to execute a will in respect of the Sta-(P-40)-nom properties. In so far as the will is in respect of the undivided share which the 1st defendant will be entitled to under the Hindu Succession Act, the will has to be treated as valid. It is now contended that the will should be deemed to take in all the Stanom properties. Under the Hindu Succession Act a notional partition is contemplated prior to the death of the 1st defendant. The intention of the Legislature is to give a share to the personal heirs of Stani in respect of his share. Certainly the Stani has got the right to execute a will in respect of his undivided share to which he would be entitled. The will is not opposed to the provisions of the Hindu Succession Act. I hold, therefore, that the 1st defendant was competent in law to execute a will in respect of his share in the Stanom properties.

132. ISSUE No.4 in O.S.1/1960:-- It is next contended that the will is not a true one. It has to be pointed out that the will was executed on 10-7-1958 about 2 years prior to the death of the 1st defendant. The will was registered. Two attesters have signed the will. One of them is a doctor practicing in Palghat. He was examined as D.W.6. He stated that the 1st defendant executed the will in his presence. No doubt, the handwriting expert has stated that the signature in the will is not that of the 1st defendant. But the handwriting expert has not been examined as a witness. Therefore his report Exhibit C1 cannot be treated as conclusive regarding the matter. The endorsement of registration on the document shows that the will was signed by the 1st defendant in the presence of the Sub Registrar. D.W.6 is a respectable witness. He has stated that the will was executed by the 1st defendant in his presence. But it is contended that the other attester has not been examined. It is further contended that the D.W.6 has not stated that the other attester was present when the 1st defendant and D.W.6 signed the will. It is contended by the learned counsel for 47th defendant that on account of these circumstances the will cannot be stated to have been proved. Reliance is placed on the decision in *Sadachi Ammal v Rajadhi Ammal* (A.I.R. 1940 Madras 315). It is held therein that it lies on the profounders of the will not merely to prove the execution of the will in the sense that it was signed by the testator but also adduce evidence which removes suspicion and to satisfy the court that the testator knew and approved the contents of the will. The registration of the will is no proof of the capacity of the testator to make the will. In *Roda Framroze v. Kanta Berwandas* (A.I.R. 1946 Bombay 12) it is held that where a will duly signed by the testator was attested

by two witnesses not in the presence of each other but on different times on the acknowledgment of the testator of his own signature, the evidence of one of the attesting witnesses is not sufficient to prove the execution of the will. In *H. Venkitachala v. B.N.Thimmajamma* (A.I.R.1959 Supreme Court 443) it is held that all legitimate suspicions regarding the will should be completely removed from the mind of the Court before the document is accepted, as the last will of the testator. The question which has therefore to be considered is whether will is attested by a prominent doctor of Palghat and the Elaya Nair of the Stanom. The doctor has been examined as D.W.6. He has definitely stated that the will was signed by the 1st defendant out of his own free will in his presence. The will was registered on the next day. The 1st defendant appears to have signed the will in the presence of the Sub Registrar. The will was executed about 2 years prior to the death of the 1st defendant. There was no necessity for the beneficiaries of the will to fabricate a will like Exhibit B-86. These circumstances are sufficient (**P-41**) to dispel all doubts regarding the genuineness of the will. It has been held in *KRISHNA KUMAR v KAYASTHA PATHASHALA* (A.I.R. 1966 Allahabad 570) that nothing in Section 68 to 72 of the Succession Act makes it a necessary element in the proof of attestation that the signature of the attesting witnesses of a will should be identified and it is not permissible to add to the statutory requirements of the mode of proving it. It is not necessary that both the attesting witnesses should be examined. No doubt, D.W.6 was not asked a specific question as to whether the 2nd attester to the will was present at the time of when the 1st defendant signed the will in his presence. But this witness has given definite evidence that the will was signed in his presence by the 1st defendant. In these circumstances, there is no reason to doubt that the will is a fabrication. I hold therefore, that the will alleged in the plaint is true and genuine.

133. ISSUE No.5 IN O.S.1/1960 :- Regarding the testamentary capacity of the 1st defendant there is a dispute between the parties. It is contended that the 1st defendant was incapable of understanding what he was doing at the time when he executed the will and therefore he must be deemed to have lost his testamentary capacity long prior to the date of the will. There is no evidence to show that in 1958 the 1st defendant had lost his powers of understanding at any time prior to his death in 1960. D.W.6 is a doctor who was attending on him. He stated that he used to be called whenever the 1st defendant was suffering from any ailment. He has stated that the 1st defendant had proper testamentary capacity and that he was in a disposing state of mind at the time when he executed the will. Reliance is placed on *JOGESH SHAHA v. BHIKU SAU PARAMANAIAK* (A.I.R. 1924 Calcutta 512) in support of the contention that it is not enough if a testator was able to answer certain questions put in by a doctor as proof of testamentary capacity. Reliance is also placed on the decisions already cited in support of the position that the testamentary capacity of the testator should be proved in such a way as to dispel all doubts from the mind of the Court. Regarding this point, if the evidence of D.W.6 can be relied upon, there is no doubt that the 1st defendant must be taken to have had proper testamentary capacity as the time when he executed the will. The will cannot be stated to have been executed under suspicious circumstances. The will was attested by responsible persons and was registered on the next day. D.W.6 is a qualified doctor. No other circumstance to create any suspicion that the 1st defendant had lost his testamentary capacity at the time when he

executed the will has been established. I hold, therefore, that the 1st defendant had testamentary capacity at the time when he executed the will.

134. ISSUE No.6 IN O.S.1/1960 :-- The will is valid and binding on one share of the 1st defendant. The issue is found accordingly.

135. ISSUE No.7 and 12 IN O.S.1/1960 :-- It is not shown how the suit is barred by Section 42 of the Specific Relief Act.

136. ISSUE No.10 IN O.S.1/1960 :-- Since a Receiver has been appointed, no question of injunction arises in this suit.

137. ISSUE No.11 IN O.S.1/1960 :-- In the light of what has been stated above, the plaintiffs are not entitled to recover the Kalams, etc. mentioned in the plaint.

138. *Issue No.8 and 9 In O.S.1/1960* :-- In view of the circumstances pointed out above, I direct the parties to bear their own costs in this suit. (P-42)

139. **In the result, in the suit O.S.65 of 1956 a preliminary decree is passed for the partition of the properties in the plaint B, D1 and F schedule and item 80 in D schedule and the house mentioned in additional written statement of defendants 9 to 18 etc. into 33 shares and for allotment of one share each to the plaintiff and defendants 2 to 17, 19 to 30, 48, 49 and 52 and one share of the 1st defendant to defendants 31, 32 and 44 to 46 subject to the findings recorded above.** The costs of the suit will be as stated above. The parties are at liberty to apply for a final decree.

140. In O.S.1 of 1960 the plaintiffs are given declaration that the will is valid and binding on the share of the 1st defendant in O.S.65/56 alone. The other reliefs prayed for in the suit are rejected. The parties will bear their own costs in this suit.

Dictated to the Stenographer transcribed by him, corrected by me and pronounced in open Court, this the 30th day of November, 1966.

(Signed)

T.V. RAMAN
Additional Subordinate Judge.

PLAINTIFF'S WITNESSES.

1. K.C. Gopalanunni (Plaintiff)
2. Sri P.M. Thirumulpad.

DEFENDANT'S WITNESSES.

1. T.P. Raman Nair.

2. P. Govindankutty Panicker.
3. N. Parameswaran Pillai
4. Father K.C. Varghese
5. Sankarapa Gounden
6. Dr. C.V. Raman.

PLAINTIFF'S EXHIBITS:

A-1	3--4-1944	Medical Certificate issued by Dr. P.N. Menon to Thathunni Mooppil Nair.
A-2	11-7-1944	Certified copy of the deposition of Mooppil Nair in P.S.475 of 1943 on the file of the District Munsiff's Court, Walluvanad.
A-3	.....	Blank Paler with the seal and signature of the Mooppil Nair.
A-4	.....	Blank vakalath form signed by K. Thathunny Nair.
A-5	4--7—1952	Will executed by Thathunny Moopil Nair.
A-6	7-10-	Letter regarding arrangement of records.
A-7	26-10-1952	Copy of Inspection Report of the Schools by the Deputy Inspector of schools.
A-8	1116-1117 ME	Private account of the Mooppil Nair.
A-9	8—7—1954	Registered possessory mortgage deed executed by the 1 st defendant to the 31 st defendant.
A-10	4—9—1956	Registered munpattom deed executed by -do- -do-
A-11	5-6-1951	Registered Kychit executed by 31 st defendant to 1 st defendant.
A-12	15-5-1951	Registration copy of lease executed by 1 st defendant to 31 st Defendant.
A-13	20-3-1956	Promissory note executed by Pazhaniswami Chettiar to 31 st Defendant.
A-14	20-3-1953	Bank Receipt for Rs.4000/- issued to 31 st defendant. (P-43)
A-15	28-3-1956	-do- for Rs.3888/- -do-
A-16	13-8-1953	Promissory note executed by 2 nd defendant to the 31 st defendant.
A-17	22-1-1951	-do- -do-
A-18	24-11-1951	Bills (10 in number) issued by Francis Motor Works to the 1 st defendant.
A-19	23-6-1954	Registered Notice issued by Advocate K. Gopalan Nair to N. Gopalan Nair.
A-20	18-1-1956	Letter addressed to the 31 st defendant from Kerala Estate.
A-21	1950-56	Day Book for money and paddy.
A-22	1130-31	Ledger
A-23	1955-56	Day Book for money.
A-24	30-5-1955	Registered Kychit executed by 32 nd defendant to 1 st defendant.
A-25	1126-M.E.	Day Book relating to Pulikkal Kalam.
A-26	1127-1129 ME	Day Book relating to Vaniyampara Kalam.
A-27	1-4-52 to 31-3-53	Ledger.
A-28	1950-52	Day Book pertaining to money.
A-29	.....	Miscellaneous papers (17 in number)

A-30	24-6-1956	Registered Kychit executed by 35 th defendant to the 1 st defendant.
A-31	1952-53	Day Book
A-32	1955	Day Book
A-33	1955-56	Day Book
A-34	1-4-53 to 31-3-1954	Day Book
A-35	1956	Day Book
A-36	1955	Account Book containing accounts of the repairs to Erattakulam Kalam
A-37	29-7-1946	Certified copy of the judgment O.S.Nos.475/43 and 433/44 on the File of the District Munsiff's Court, Walluvanad.
A-38	January 1944	Certified copy of the Commissioner's plan in the above suit.
A-39	14-9-1956	Sammathapathram granted by the 1 st defendant to Bella Gowder.
A-40	-do-	Kychit executed by Bella Gowder to 1 st defendant.
A-41	15-9-1956	Registered Kychit executed by Ulahannan and others to 1 st deft.
A-42	-do-	Draft of a pronote by Ulahannan and others to 31 st defendant.
A-43	1129 M.E.	Thirattu for Erattakulam Kalam.
A-44	24-3-1951	Registered Kychit executed by Ref. Father K.C. Varghese to the 1 st defendant.
A-45	20-5-1943	Registered marupattakychit executed by K.V. Joseph to the 1 st defendant.
A-46	1-4-1954 to 31-3-1955	Ledger
A-47	9-8-1957	Certified copy of the affidavit of V.S.K. Panicker in O.S.31 of 1957 of District Court, Palghat.
A-48	25-12-1923	Registration copy of partition deed executed by P. Narayani Amma and others.
A-49	.....	File containing vouchers. (P-44)
A-50	.....	-do-
A-51	.....	-do-
A-52	.....	-do-
A-53	.....	-do-
A-54	.....	-do-
A-55	.....	-do-
A-56	.....	-do-
A-57	.....	-do-
A-58	.....	-do-
A-59	.....	-do-
A-60	.....	-do-
A-61	.....	-do-
A-62	.....	List of Tamarind trees proposed to be cut from Attapady forest
A-63	1955	Cash Book
A-64	6-3-1960	Copy of the counter affidavit
A-65	4-8-1960	Family Karar executed by members of Kunnathat Matambil family
A-66	1960	Book containing resolutions passed by the members of the Managing Committee.
A-67	1960-61	Paddy and cash account of Managing Stanom Estates.
A-68	13-12-1960	Letter sent by the Elaya Nair.

A-69	30-12-1960	Registered Adhikara Pathram executed by Kunjunni Mooppil Nair and others to Sri P. Manavallabhan Thirumulpad.
A-70	-do-	Letter sent by 2 nd defendant to Sri P.M. Thirumulpad.
A-71	31-12-1960	Notice sent by the 2 nd defendant to Sri P.M. Thirumulpad
A-72.	-do-	-do- (Printed Copy)
A-73	14-1-1961	Certified copy of the order in C.M.P.1685/61 in C.M.A. 37/1958 of the High Court of Kerala.
A-74	8-12-1960	Letter sent by 2 nd defendant to Padmanabhan Bhattathiripad.
A-75	30-6-1961	copy of Memorandum from Director of Public Instruction, Trivandrum.
A-76	13-6-1961	Letter from the Asst. Educational Officer, Mannarghat to Manager A.L.P.S., Mannarghat.
A-77	4-1-1961	Certified copy of the affidavit filed by the 2 nd defendant in the Palghat Sub Court in L.A.O.P.493/1959
A-78	-do-	-do- of petition in -do-
A-79	4-7-1961	Letter sent by the 2 nd defendant to Sri P.M. Thirumulpad
A-80	1-8-61	Copy of reply sent to the above, with certificate of posting.
A-81	4-8-1961	Letter by 1 st defendant to P.W.2
A-82	3-5-1962	Order of the Executive First Class Magistrate, Ottapalam in M.C.6/62
A-83	-do-	-do- in M.C.7/62
A-84	26-11-1961	Receipt issued by Kariasthan to Ramaswami
A-85	13-2-1958	-do- to Bandari Patha
A-86	4-2-1959	-do- -do-
A-87	19-2-1961	-do- -do- to Kovilan
A-88	12-4-1950	Registration copy of patta karar executed by the 1 st defendant To N. Gopalan Nair.
A-89	17-5-1946	Registration copy of indenture entered into by the 1 st defendant G.H.J. Stevanage. (P-45)
A-90	1-5-1949	Registration copy of patta karar executed by the 1 st defendant to Subbayyan.
A-91	29-8-1953	Registration copy of lease granted by do to T. Balakrishna Menon.
A-92	4-8-1924	Certified copy of assignment deed executed by Achumma to Mannarghat Mooppil Nair
A-93	14-1-1925	-do- by C. Pathumma to -do-
A-94	4-9-1925	-do- by Theyyunni Nair to -do-
A-95	30-1-1943	Certified copy of delivery warrant in O.S.199 of 1941 of the Walluvanad District Munsiff's Court, with Amin's report thereon
A-96	29-1-1943	-do- of delivery account in -do-
A-97	7-7-1966	Letter from Palghat Municipality to the Plaintiff.
A-98	.....	Day Book of Mooppil Stanom Estate.
A-99	.....	-do- -do-
A-100	20-8-1966	Statement filed by the Receiver in this suit.
A-101	28-7-1955	Rent Receipt issued to K. Madhavankutty Menon from Mannarghat Mooppil Nair's Estate.

A-102	-do-	-do- to P. Balagopala Panicker from -do-
A-103	17-8-1959	Certified copy of the petition sent by P. Sankaranarayana Panicker To the District Collector, Palghat.
A-104	22-7-1960	Certified copy of the proceedings of the District Collector Palghat
A-105	26-4-1961	Rent receipt issued by P. Balagopala Panicker and Bros.to Nanjan
A-106	27-4-1961	-do- -do- to Mari.
A-107	12-4-1950	Registration copy of patta karar executed by 1 st defendant to N. Gopalan Nair
A-108	8-2-1954 to } 29-4-1954 }	Account Book showing the expenses for the Kalasam in Udayarkunnu Bhagavathi temple
A-109	9-11-1928	List of articles of the Devaswom prepared by K.P. Kesavan Nair
A-110	1956-57	Administration Report of the Nair Service Society, Changanacherry
A-111	7-3-1962	Certified copy of judgment in O.P.1121/1960 in Kerala High Court
A-112	21-2-1957	Certified copy of O.P.31/1957 on the file of the District Court Palghat, and orders thereon.
A-113	28-5-1958	Certified copy of medical certificate issued by Dr. C.V. Raman To the 1 st defendant.

DEFENDANTS EXHIBITS

B-1	1-12-1927	Registered possessory mortgage deed executed by Kochunni Mooppil Nair to one Unni Omana alias Kutti Nethiar
B-2	15-6-1927	Registered surrender executed by S. Govindan Nair to Unni Omana alias Kutti Nethiar.
B-3	23-12-1956	Certified copy of the list taken by the Inventory Commissioner From Devaswom Pathayappura.
B-4	18-1-1960	List of articles belonging to Udayarkunnu Bhagavathi
B-5	22-1-1963	Registered Notice sent by Vakil M.P. Govinda Menon to K.C. Kochunni Nair and others.
B-6	25-7-1960	Patta of the immovable properties of Udayarkunnu Bhagavathi Devaswom granted to 2 nd defendant. (P-46)
B-7	-do-	-do- -do-
B-8	27-7-1960	-do- -do-
B-9	24-7-1960	-do- -do-
B-10	25-7-1960	-do- -do-
B-11	-do-	-do- -do-
B-12	....	Certified copy of the finding in O.S.24 of 1888 on the file of the Subordinate Court of South Malabar.
B-13	17-12-1890	Certified copy of order in A.S.459 of 1890 on the file of the District Court of South Malabar.
B-14	6-5-1982	Certified copy of the decree in S.A.388 of 1891 of Madras High Court
B-15	31-12-1909	Printed copy of the judgment in O.S.No.35 of 1908 of the Calicut Sub Court
B-16	26-3-1943	Registered indenture executed by 1 st defendant and James Hedde, with plan
B-17	7-6-1899	Registered marupattakychit executed by Chekku to Kochunni

		Elaya Nair (partly torn and without portions).
B-18	12-8-1903	Registered Kanam Deed executed by Ramanunni Moopil Nair To Amma Nethiar.
B-19	-do-	Registered Michavara kychit executed by Amma Nethiar to Ramanunni Mooppil Nair.
B-20	10 th Dhanu 982	Certified extract from the Register of Malavarams in Walluvanad Taluk
B-21	1101 M.E.	Budget Estimate.
B-22	1101 M.E.	Monthly Return of Mannarghat Estate.
B-23	1883	Certified copy of the plaint in O.S.250/1883 of Nedunganad District Munsiff's Court.
B-24	30-3-1875	Certified Copy of the kychit executed by Unnirama Panicker to Amma Nethiar
B-25	30-5-1955	Registered licence executed by the 1 st defendant to the 32 nd defendant.
B-26	24-6-1956	Registration copy of assignment deed executed by the 32 nd Defendant to the Nair Service Society
B-27	2-6-1956	Proceedings of the District Collector, Kozhikode
B-28	27-3-1950	Registered patta karar executed by the 1 st defendant to 32 nd Defendant and others.
B-29	1-6-1956	Revenue Receipt issued to 32 nd defendant.
B-30	17-3-1956	-do- -do-
B-31	18-10-1955	Notice issued by the Agrl. Income tax Officer, Tamarassery to the 32 nd defendant.
B-32	12-11-1956	-do- -do-
B-33	-do-	-do- -do-
B-34	23-7-1956	-do- -do-
B-35	20-9-1955	Sammathapathram executed by the 2 nd defendant and others to Rangaswami Kounden
B-36	5-5-1956	Registered agreement of indenture of mining lease executed By defendants 1, 31 and 32.
B-37	12-3-1956	Certificate of approval of mining issued by Government of Madras to 32 nd defendant.
B-38	13-6-1956	Notice issued by the Malabar Collector to the 32 nd defendant.
B-39	30-8-1966	Letter from Malabar Collector to the Revenue Divisional Officer, Malappuram.
B-40	27-8-1957	Letter from Kerala Government to 32 nd defendant.
B-41	27-8-1957	Certificate of approval issued by the Government of Kerala To the 32 nd defendant.
B-42	12-8-1903	Registered kychit executed by Kelu Nair to Amma Nethiar.(P-47)
B-43	June 1925	Registered marupattakychit executed by Cherunni Amma Nethiar To Kochunni Elaya Nair (last page missing)
B-44	12-8-1903	Registered Sammatha Adharam executed by Amma Nethiar to Kelu
B-45	17-6-1882	Copy of the plaint in O.S.230/82 of the District Munsiff's Court Nedumangad.

B-46	4-11-1036	Copy of the plaint in O.S.237 of 1936 of Walluvanad District Munsiff's Court.
B-47	4 th Chingom 1042 (17-8-1867)	Registered Pattachit executed by Vikkaram to Ittichathu Mooppil Nair (partly moth eaten)
B-48	24-7-1888	Registered Verumpattachit executed by Arumukhan to Ramanunni Mooppil Nair.
B-49	30-7-1888	-do- executed by Kunhan to -do-
B-50	10-8-1889	Registered kychit executed by Ramaswami Patter to -do-
B-51	1-6-1897	Registered Verumpattachit executed by Kunhan to -do-
B-52	16-4-1928	Registered Verumpattachit executed by Veerankutty to Amma Nethiar
B-53	2-5-1874	Registered Verumpattachit executed by Ittichiri to Amma Nethiar
B-54	21-6-1875	Registered assignment deed executed by Cheethamma and Another to Mooppil Nair.
B-55	17-4-1944	Certified copy of plaint in O.S.51 of 1944 on file of this Court
B-56	20-7-1957	Certified copy of the report of the District Medical Officer Palghat, about the 1 st defendant.
B-57	8-9-1020	Registered hypothecation bond executed by Ramanunni Mooppil Nair to Kunhukutti Nethiar and others.
B-58	12-8-1926	Registered patta kychit executed by Jacob Thomas and another to Ramanunni Mooppil Nair, with plan.
B-59	8-10-1903	Letter from Mannarghat Mooppil Nair's officer.
B-60	3-3-1954	Registration copy of Settlement deed executed by K.M. Kunhikkavu Nethiar and others.
B-61	14-6-1963	Issue of Malayala Manorama (daily)
B-62	15-6-1963	-do- -do-
B-63	1963	Certificates of posting (7 in number)
B-64	3-5-1950	Registration copy of the Memorandum of Association of the K.T.M. High School Society, Mannarghat.
B-65	5-8-1960	Proceedings of the District Educational Officer, Ottapalam.
B-66	15-1-1958	Certified copy of the Order in I.A.2360/56, etc., in O.S.65 of 56 of this Court
B-67	7-3-1957	Printed copy of the order in I.A.Nos.2359/56 and 644/57 in this suit.
B-68	17-2-1958	Order of the Supreme Court of India in C.M.P.227 of 1958
B-69	25-8-1958	Certified copy of order of the Kerala High Court in Criminal M.P.285/57
B-70	26-2-1958	Certified copy of affidavit of K.M.C. Gopalan Unni Nair in the above.
B-71	8-7-1954	Registration Copy of possessory mortgage deed executed by 1 st defendant to the 31 st defendant.
B-72	14-7-1954	Regd. Verumpattachit executed by Ayyamma to 31 st defendant. (P-48)
B-73	-do-	-do- by K. Vellachi to -do-
B-74	-do-	-do- by Paru Amma to -do-
B-75	-do-	-do- by Chiruthi to -do-
B-76	-do-	-do- by Chimmu Amma to -do-
B-77	-do-	-do- by T. Nakan to -do-
B-78	-do-	-do- by T. Karappan to -do-

B-79	-do-	-do- by M. Narayanan Nair to	-do-
B-80	-do-	-do- by Murukandi to	-do-
B-81	-do-	-do- by K. Kummini Amma to	-do-
B-82	11-2-1955	-do- V. Sankara Panicker to	-do-
B-83	16-8-1956	Notice from Palghat Municipality to Mannarghat Mooppil Nair	
B-84	20-7-1956	-do-	-do-
B-85	10-2-1958	Registered Assignment deed executed by the 31 st defendant to P. Kunhilkshmi Amma	
B-86	10-7-1958	Registered will executed by the 1 st defendant.	
B-87	13-5-1937	Registration copy of indenture executed by Gopalanunni Mooppil Nair and Raman Chettiar	
B-88	6-3-1908	Certified copy of the plaint in O.S.12 of 1908 of Palghat Sub Court.	
B-89	9-8-1910	Certified copy of a compromise petition in the above suit.	
B-90	21-5-1954	Letter sent by the plaintiff to his aunt.	
B-91	30-3-1956	Cash Book of Balakrishna Panicker	
B-92	4-9-1956	Registration copy of munpattom deed executed by the 1 st defendant to the 31 st defendant.	
B-93	2-11-1956	Letter by the plaintiff addressed to Appu.	
B-94	15-7-1922	Registration copy of Kana Kychit executed by Unnithayi alias Kunhikutty Nethiar and others to Ramanunni Mooppil nair.	
B-95	30-6-1941	Registration copy of possessory mortgage deed executed by the 1 st defendant to Kalladi Kammappa.	
B-96	9-6-1943	Registration copy of panayam assignment deed executed by Kalladi Kammappa to Ammunni Nethiar and others.	
B-97	16-10-1954	Registration copy of substituted security mortgage executed by the 1 st defendant to Kunhikkavu Nethiar and others.	
B-98	28-10-1945	Registration copy of possessory mortgage deed executed by the 1 st defendant to Ammu alias Ammunni Nethiar.	
B-99	9-10-1944	Registration copy of possessory mortgage deed executed by the 1 st defendant to Unni Omana alias Kutti Nethiar.	
B-100	18-1-1945	Registration copy of licence executed by the 1 st defendant to Kammappa and Brothers.	
B-101	1-12-1941	Certified copy of written statement of the defendant in O.S.199 Of 1941 on the file of Walluvanad District Munsiff's Court.	
B-102	7-4-1951	Proceedings of the Road Constituting Committee for Attapady.	
B-103	-do-	Letter from Revenue Divisional Officer Malappuram to the 1 st defendant	
B-104	Medom 1125	Schedule showing the names and salaries of the employees of Mannarghat Mooppil Stanom.	
B-105	13-6-1950	Memo showing receipts and disbursements of Pulikkal Kalam.	
B-106	13-6-1950	Memo showing receipts and disbursements of Pulikkal Kalam.	
B-107	-do-	-do- Erattakulam Kalam. (P-49)	
B-108	17-5-1950	Voucher for money spent.	
B-109	10-6-1950	-do- Purchase of stationary.	
B-110	13-6-1950	-do- Passed by P. Vasudevan Nair.	

B-111	12-6-1950	-do- Purchase of paper.
B-112	-do-	Bill of Modern Stores Mannarghat
B-113	3-6-1950	Voucher for receipt from Maniyar and Poonchola Malavaram
B-114	11-6-1950	-do- passed by K.C. Kunhikuttan Vellodi.
B-115	-do-	-do- for gingelly oil.
B-116	1-5-1951	Letter from Collector to 1 st Deft.
B-117	10-6-1950	Voucher for purchase of chilly plants etc.
B-118	6-6-1950	-do- Voucher for receipt of money from Pulikkal.
B-119	-do-	-do- from Kanhirapuzha.
B-120	-do-	-do- purchase of grass.
B-121	4-6-1950	-do- payment of Rs.10/- to Parukkutty Amma.
B-122	-do-	Petition by K.E. Kumaran to Mannarghat Moopil Nair.
B-123	-do-	Voucher for purchase of cloth
B-124	3-6-1950	-do- Food expenses
B-125	1-4-1950	-do- Payment of salary
B-126	28-5-1950	-do- Repair of a table etc.
B-127	9-6-1950	-do- Food expenses.
B-128	25-4-1950	-do- Petition submitted by one K. Achutha Panikker to Moopil Nair's office.
B-129		Motor Vehicle Insurance granted to the 31 st deft. By the Bombay Fire & General Insurance Company Ltd. For a Jeep.
B-130	22-7-1932	Assignment deed executed by the 1 st deft. To 31 st deft. & other.
B-131	6-3-1954	Regd. -do- by P. Balakrishnan Nair to the 31 st deft. and others.
B-132	29-11-1950	Regd. -do- K.P. Damodaran Nair -do-
B-133	11-12-1941	Regd. Jenm -do- by M.K. Narayani Amma and others in favour of the 31 st deft. and others.
B-134	27-1-1942	Regd. Assignment deed executed by P.S. Ranga Iyer to -do-
B-135	21-10-1940	Regn. Copy of Jenm assignment deed executed by M.K. Gopala Panikker
B-136	13-5-1943	Regd. Assignment deed executed by N. Gopalan Nair to -do-
B-137	26-11-1940	Regd. Jenm Assignment by K.M. Sankaran Nambudiri to -do-
B-138	21-10-1940	Regd. Kanom -do- by M.M. Gopala Panikker & others to -do-
B-139	10-7-1958	Regd. Muthyarnama by 1 st deft. to V.S.K. Panikker & others.
B-140	27-10-1926	Notice issued by the Income Tax officer to the 1 st deft.
B-141	23-11-1925	-do- -do-
B-142	3-4-1949	Permission granted to Madhavanunni for catching elephants
B-143	19-3-1949	Application by Madhavanunni for catching elephants
B-144	29-6-1947	Permission to 31 st deft. for catching elephants
B-145	1952	A/c Book showing expenses incurred for the maramath of the high School.
B-146	1955-56	-do- -do-
B-147	11-7-1952	Receipt executed by M.L. Joseph to the 31 st Deft.
B-148	23-7-1952	-do- by P. Narayanan Nair to -do-
B-149	24-6-1956	Regd. Patta Karar executed by 1 st deft to N.S.S.
B-150	24-8-1957	Rent receipt issued by the Moopil Nair's Estate to NSS

B-151	22-9-1958	-do-	-do-
B-152	29-8-1960	Regn. Copy of assignment deed executed by M.T. Balakrishna Menon and another to N.S.S.	
B-153	20-11-1956	Plan of the Nellipathy Estate of the N.S.S.	
B-154	1965-66	Administration Report of the N.S.S.	
B-155	29-7-1957	Felling Licence granted by District Collector, Pgt. to N.S.S.	
B-156	4-6-1958	Proceedings of the	-do-
B-157	30-10-1960	-do-	-do-
B-158	17-11-1962	-do-	-do-
B-159	19-1-1966	-do-	-do-
B-160	20-2-1966	-do-	-do-
B-161	29-6-1966	Notice issued by the RI Attapady to the N.S.S. for basic tax	
B-162	24-4-1961	Regd. Assignment deed executed by A.P. Koman Nair to Sankarappa Gounden	
B-163	24-4-1961	Regd.	-do- to Cheriya Kunhayammu to -do-
B-164	24-9-1966	Regd. Indenture executed by the 31 st deft. and Sankarappa Gounden. .	
B-165	18-4-1937	Regn. copy charth executed by Kozhikode Elaya Raja to R.M. Palat	
B-166	26-10-1939	-do- lease -do- executed by Gopalanunni Moopil Nair to T. Narayanan Nair.	
B-167	20-10-1955	Regd. Assignment deed executed by N.Gopalan Nair to 31 st deft.	
B-168	11-11-1961	Proceedings of the District Collector, Palghat	
B-169		Plan of Field No.47 of Attapady village	
B-170	24-3-1951	Regn. copy of lease executed by the 1 st deft. to Rev.Father K.C. Varghese.	
B-171	16-3-1959	Receipt issued by Mannarghat Moopil Nair's Estate to -do-	
B-172	10-7-1952	Office copy sent by the Correspondent, K.T.M. High School, Mgt. to V.S.K. Panikker.	
B-173	6-12-1951	Letter sent by Thathunni Moopil Nair to the Collector of the Malabar Kozhikode.	
B-174	56-57	Budget of N.S.S.	
B-175	57-58	-do-	
B-176	57-58	Administration Report of	-do-
B-177	58-59	Budget of	-do-
B-178	58-59	Administrative Report of	-do-
B-179	59-60	Budget of	-do-
B-180	59-60	Administrative Report of	-do-
B-181	60-61	Budget of	-do-
B-182	60-61	Administrative Report of	-do-
B-183	61-62	Budget of	-do-
B-184	61-62	Administrative Report of	-do-
B-185	62-63	Budget of	-do-
B-186	62-63	Administrative Report of	-do-
B-187	63-64	Budget of	-do-

B-188	63-64	Administrative Report of	-do-
B-189	64-65	Budget of	-do-
B-190	64-65	Administrative Report of	-do-
B-191	65-66	Budget of	-do-
B-192	65-66	Administrative Report of	-do-

COURT EXT.

C-1	30-5-1961	Letter from the Handwriting Expert addressed to the Principal sub Judge Ottapalam with Photostat copies of signatures of the Moopil Nair
C-2	23-11-1957	Report submitted by the Comer appointed in the suit Sd. T.V.R. Addl. Sub Judge

Every endeavor has been put in to maintain the correctness of the Preliminary Decree pronounced in O.S.65 of 1956 on the file of the Subordinate Judges Court, Ottappalam.

K.M. Saseendran Unni, "Krishna Kripa",
Raja's Colony, Mannarkkad - 678 582

IN THE COURT OF SUBORDINATE JUDGE OF OTTAPPALAM

I.A. 1208 OF 1989

IN

I.A.1265 OF 1973

IN

O.S. 65 OF 1956

Kunnathattu Madambil Ammunni
Nethiar's daughter Savithri
Nethiar (D.19)

2. Savithri Nethiar's son
Ravindranunni Nair (D20)

3. Savithri Nethiar's son
Balachandranunni Nair (D21)

4. Savithri Nethiar's daughter
Soudamini Nethiar (D22)

5. Savithri Nethiar's son
Sasindranunni Nair (D23)

6. Savithri Nethiar's son
Sreekumaranunni (D24)

Petitioners

Defendant 19, 20, 21, 22, 23, 24

Versus

R-3 Kunnathattu Madambil
Kuttikkavu Nethiar's son
Prabhakaranunni Nair D-3

R-5 Unni Omana alias Kutty
Nethiar's son Kochunni Nair D-5

Respondents

Contd...2

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-7 Unni Omana alias Kutty
Nethiar's son Madhavanunni Nair D-7

R-8 Pappikkavu Nethiar's daughter
Bharathi Nethiar D-8

R-9 Kunhikkavu Nethiar's son
Janardhanan Unni Nair D-10

R-10 Kunhikkavu Nethiar's daughter
Vinodini Nethiar D-11

R-11 Kunhikkavu Nethiar's daughter
Padmini Nethiar D-12

R-12 Kunhikkavu Nethiar's daughter
Indira Nethiar D-13

R-13 Kunhikkavu Nethiar's daughter
Kunhimalu Nethiar D-14

R-14 Vinodini Nethiar's daughter
Jayasree D-15

R-15 Vinodini Nethiar's son
Chandramohanunni D-16

R-17 Ammunni Nethiar's daughter
Malathi Nethiar D-25

R-18 Malathi Nethiar's son
Kesavanunni Nair D-26

R-19 Malathi Nethiar's son
Bhavadasanunni D-27

R-20 Malathi Nethiar's daughter
Lathika D-28

R-21 Ammunni Nethiar's daughter
Ammini Nethiar D-29

R-22 Ammunni Nethiar's son
Krishnanunni Nair D-30

R-23 Parakkottu Puthenveetil Nani
Amma's daughter Parukutty Amma D-31

R-35 Parakkottu Puthenveetil Parukutty
Amma's son Sankaranarayana
Panicker D-44

Respondents

Contd...3

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-36 Parukutty Amma's son
Sreekumaran D-45
R-38 Bharathi Nethiar's son
Narayanan Unni D-48
R-42 Kutty Nethiar's son
Ramanunni Nair D-52
R-43 Vinodini Nethiar's daughter
Lakshmidevi kavu
R-44 Vinodini Nethiar's son
Manomohanunni
R-45 Vinodini Nethiar's son
Madana Mohanunni
R-47 Gopalanunni Valsakumar
R-48 Gopalanunni Satheesan
R-49 Gopalanunni Muraleedharan
R-50 Gopalanunni Sindhu
R-55 Ambatt Narayananunni
R-56 Balagopala Panicker's wife
C. Umadevi Amma
R-57 Umadevi Amma's son
C. Venugopal
R-58 Umadevi Amma's son
C. Raghu
R-59 Umadevi Amma's daughter
C. Geetha
R-60 Umadevi Amma's son
C. Harigovindan
R-61 Lakshmi Nethiar's daughter
Sarojini Nethiar

Respondents

Contd.....4

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Compromise Petition filed by Petitioners and Respondents.

The application I.A. 1265/73 is for passing a final decree in the above suit filed by 19th, 20th, 21, 22, 23 and 24th defendants. This Honourable Court has appointed a Commissioner to effect partition.

1. O.S. 65/56 on the file of this Honourable Court is a suit for partition of properties attached to Mannarghat Mooppil Stanam. The suit was originally filed on 22-12-1956 under Madras Marumakkathayam (Removal of doubts) Act (Act 32 of 1955). Act 32 of 1955 itself was challenged by the then stani, the 1st defendant in the suit, and the act was held as ultravires and inoperative. The suit was accordingly amended as a suit for partition under Stanam properties (Assumption of temporary management and control) Act. This was also challenged by the 1st defendant. Pending all these, the Hindu Succession Act XXX of 1956 came into force and the sthanamdhar, 1st defendant, died on 3-1-1960. The suit was amended as a suit for partition in accordance with the provisions of Section 7 (3) of Hindu Succession Act 1956. The plaintiff and defendants 1 to 30 of the original plain are the members of the Kunnathattu Madambil Swaroopam, popularly known as Mannarghat Nair Veedu. Defendant 48, 49 Narayananunni and

Contd...5

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Sasikala were impleaded as per I.A. 1561/60 dated 10-4-1961 of this court and thus became entitled to claim partition by virtue of the provisions of Hindu Succession Act 1956. The original plaintiff namely Ramanunni Nair was subsequently transposed as 52nd defendant as per order in A.A. 447/65 dated 8-6-1965 and 18th defendant namely Gopalanunni Nair was transposed as plaintiff as per I.A. 447/65 dated 8-6-65 of this court. A preliminary decree was passed in the above suit by this Honourable Court on 30-11-1966. After the preliminary decree, 18th defendant who was transposed as plaintiff died and his legal representatives are respondents 46 to 50. Respondent 46 also died and her legal representatives are 47 to 50. Defendant 9 died and her legal representatives are R-9 to 13. Defendant 2 died and his legal representative is R-55 A. Narayananunni. Defendant 4 died and her legal representatives are R-5 to R-7 and Defendant 6 died and her legal representative is R-8. Defendant 49 died and her legal representative is R-8 Defendant 17 died and his legal representative is R-61 P. Sarojini Nethiar and defendant 46 died and her legal representatives are Parakkottu Puthenveetil Sethumadhavan, 2. Parakkottu Puthenveetil Balachandran, 3. Parakkottu Puthenveetil Krishnakumar and 4. Parakkottu Puthenveetil Ramani,

Contd...6

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

Puthenveedu, Perimbadari Desom, Arakurussi Amsom Mannarghat Taluk who have not been impleaded so far. D-32 died and his legal representatives are R-56 to 60. All these persons are joining in this compromising petition. Other defendants to the suit are transferees of portions of the suit properties and they were impleaded since the transfers in their favour were being impugned as not binding on the estate. They are not parties to this compromise and this compromise is not intended to affect their rights obligations and liabilities as declared by the preliminary decree which has become final so far as they are concerned.

2. The first defendant had granted some registered lease under the documents marked as **Ex.B28 dated 23-7-1950 in favour of the 31st defendant**, under Exts. A-11 and A-12 dated 15-6-1951 in favour of the 31st defendant, Ext. A24 dated 30-5-1955, Ex. B36 dated 5-5-1956 in favour of the 31st defendant. The 1st defendant had also executed a registered Possessory mortgage Ex.A-9 dated 8-7-1954 in favour of the 31st defendant. **The validity and binding nature of these transactions had also been impugned in the suit and held to be invalid transactions not binding on the estate.**

(Contd...7

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

3. K.T.M. High School situated in item 759 and 763 of the plaint B schedule has also been included in the plain on the allegation that the school and its assets belonged to the Sthanam. The ownership of the school and its right of management were also matters in dispute in the suit.

4. A preliminary decree was passed in the above case by this Honourable Court on 30-11-1966. The plaintiff had filed A.S. No.169 of 1967 and defendants 31 and 32 and 44 to 46 had filed A.S. No.394 of 1967 before the Honourable High Court challenging the preliminary decree passed by this Honourable Court. In the meanwhile an order for sale of a building in Palghat was passed by this Honourable Court and defendants 31 and 46 have filed A.S. Nos. 206 of 1968 challenging that decision. These appeals were heard along with some other appeals filed by the transferees and they were disposed off by a common judgment dated 5-12-72. On an application having been made by defendants 31, 32 and 44 to 46, the High Court was pleased to certify that the case was a fit one for further appeal to the Supreme Court of India under Article 133 of the constitution. Civil Appeal nos. 66 and 67 of 1977 filed by defendants 31, 32 and 44 to 46 on the basis of the certificate issued by the High Court are even now pending before the Supreme Court of India. –

Contd...8

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

5. One of the important contentions raised by defendants 31, 32 and 44 to 46 is that the statutory heirs succeeding to the Stanam property under section 7(3) of the Hindu Succession Act are not entitled to challenge the transactions entered into by the last stanidar prior to his death and that the statutory heirs can only claim partition of the estate as it existed on the date of death of the last stanidar. This Honourable Court and the High Court have set aside the same transactions entered into by the last stani and the question whether those transactions are binding or not would depend on a decision on the above point. The impugned transactions are also sought to be sustained on the merits by contending that excepting Ex.A9, the transactions are only leases in the ordinary course of management and that the grant of similar leases are the ordinary mode of enjoyment of forest lands from ancient times.

6. The litigation has been fought out mainly between the members of the Swaroopam on the one hand and the personal heirs of the deceased stanidar D1 on the other. The members of the Swaroopam have had to borrow very large sums of money for the conduct of the litigation under several promissory notes and it was with great difficulty that these debts could be discharged from out of the subsequent income derived by the Receiver. –

Contd...9

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

7. Having regard to the time normally taken for disposing of civil appeals by the Honourable Supreme Court of India, it may take years before the points in dispute between the parties could be finally settled through Court. The parties have also been advised by their counsels that the question whether the statutory heirs are entitled to challenge transactions entered into by the deceased standar is a difficult point which may be decided either way by the Honourable Supreme Court of India. Having regard to the uncertainty regarding the final result of the litigation and the long period of time which may elapse before the matter is finally settled by the Court and having regard to the relationship between the parties and the financial commitments involved, a bonafide settlement of disputed claims has been arrived at through mediators regarding the points enumerated in the succeeding paragraphs. It is submitted that the said settlement disposes of several of the main points of disputes between the members of the Swaroopam and the personal heirs of the deceased 1st defendant standar. The settlement has been entered bonafide into and the same is in the best of interests of the parties. The terms of the settlement are as follows: -

Contd...10

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

7A) All the parties agree that the lease as per Ext. A10 is not binding on the estate and it is a property available for partition among sharers of Stanam and all sharers agree that the property covered by Ex.A10 more particularly described as a house and compound situated in Ayyappankavu street of Vatakkanthara Village of Palghat Taluk within the Palghat Municipality now bearing Door No 191 in Ward No.29 in R.S. No.1243 Block No.30 in Revenue Ward 3 having an extent of 23 cents be allotted to 1st defendant's share represented by (1) D31 Parukutty Amma (2) heirs of D-46 Kunhilakshmi amma (3) heirs of D-32 Balagopala Panicker (4) D-44 Sankaranarayana Panicker and D-45 Sreekumaran and in consideration of which the above five together have paid Rs.5000/- to each of the other 32 sharers and the receipt of such amount is acknowledged hereby by all the other sharers. All other sharers agree that the said property shall stand allotted to the above said five set of sharers and they will be exclusively entitled to the said property together with all the improvements thereon. The other sharers agree that they shall not have any sort of claim over the said property. Parties agree that the Receiver who has taken possession of the said property will hand over possession of the property to Sri Sankaranarayana Panicker, D44 for and on behalf of the other four legal representatives of D-1 to whom –

Contd...11

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

also the property is allowed. **It is also agreed that the partition shall be effected on the basis that the lease deeds evidenced by Exts. B-28 A-11 A-12 A-24 and B-36 and assignment deed B-85 are not valid and binding on the estate.**

B) It is agreed and accepted that the possessory mortgage evidenced by Ex. A-9 is not valid and binding on the Estate. However, the 31st defendant need not account for rents or other income collected by her acting on the strength of the said mortgage. Nor shall the 31st defendant be entitled to make any claim in respect of the arrears of rent or other income collected by the Receiver in respect of the properties covered by Ex.A-9. Partition shall be effected on the basis that Ex.A-9 is not binding on the estate.

C) K.T.M. High School, Mannarghat is now under the management of the Receiver. All the parties agree that K.T.M. High School and assets shown in as item 759 and 763 in the plaint schedule constitutes an asset belonging to the estate available for partition. In respect of the High School and its assets, it is agreed that D-31 has no liability whatsoever to account, to the other sharers during the period of her management.

Contd...12

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

with due regard and in fond remembrance of its founder D-1, it is further agreed by all that the name of the High School will not be changed.

D) The Receiver appointed by this Honourable Court has disbursed amount to several of the sharers from time to time under orders of this Honourable Court. It is agreed by all that the amounts in respect of such disbursements need not be further gone into and adjusted. It is also agreed that no further accounting or adjustments are necessary in respect of payments made by the Receiver or on behalf of it to the sharers either for discharge of debts or in connection with any other matters. D-31 to 32 and 44 to 46 are not liable to the estate on any account, if any. It is also agreed that the application for attachment filed for attaching the property belonging to defendants 31, 32, 44 to 46 shall be withdrawn and the attachment, if any, is not to be raised. It is also agreed that the above defendants have absolutely no liabilities to account to the estate in respect of any of the matters specified in the decree passed by the Honourable High Court of Kerala.

E) The amounts now in Court deposit as also amounts under the control of the Receiver shall be

Contd...13

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

deemed to be amounts jointly belonging to the sharers in accordance with the shares declared by the preliminary decree passed by this Honourable Court. Amounts spent from and out of estate funds by the Receiver for liquidating debts incurred by the members of the Swaroopam for the purpose of conducting the litigation and also for financing the defence of the appeals in the High court of Kerala and **C.A. No, 66 and 67 of 1977 before the Supreme Court of India** shall be treated and expenses incurred for the purposes binding on all the sharers. None of the sharers including defendants 31, 32 and 44 to 46 shall be entitled to claim any accounting or adjustment or repayment of such amounts from the other sharers. Liabilities if any of the estate shall be recoverable only from the properties kept in common as per the compromise entered into among the parties.

F) **It is also agreed that the partition shall be effected on the basis that the lease deeds evidenced by exhibit B-28 A-11 A12 A-24 and B-36 are not valid and binding on the Estate.**

G) All the parties agree that the necessary Court fee for engrossing interim final decree to be passed as per this compromise will be born out of common fund,

Contd...14

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

H) The respective parties shall bear the costs so far incurred in the appeals pending before the Supreme Court. **The appeals now pending before the Supreme Court shall be withdrawn by defendants D-31, 32 and 44 to 46. All matters not covered by this compromise, the rights and obligations of the parties shall be governed by the decree passed by this Honourable Court subject to the results of the appeals filed in the High Court of Kerala and disposed off.**

I) **All parties agree that all the parties to this shall put their signatures in the last page and P-5, R-9, R-5 and R-35 alone need put their signatures in all other pages of this compromise.**

It is therefore prayed that the Honourable Court may be pleased to record these compromise and to pass an interim final decree in terms thereof in respect of the matters mentioned therein.

Dated this the 1st day of September, 1989

P-1	Savithri Nethiar	[Signed]
P-2	Ravindranunni Nair	[Signed]
P-3	Balachandranunni Nair	[Signed]
P-4	Soudamini Nethiar	[Signed]
P-5	Sasindranunni Nair	[Signed]
P-6	Sreekumaranunni	[Signed]
R-3	Prabhakaranunni	[Signed]

Contd...15

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-5	Kochunni Nair	[Signed]
R-7	Madhavanunni Nair	[Signed]
R-8	Bharathi Nethiar	[Signed]
R-9	Janardhananunni Nair	[Signed]
R-10	Vinodini Nethiar	[Signed]
R-11	Padmini Nethiar	[Signed]
R-12	Indira Nethiar	[Signed]
R-13	Kunhimalu Nethiar	[Signed]
R-14	Jayasree	[Signed]
R-15	Chandramohanunni	[Signed]
R-17	Malathi Nethiar	[Signed]
R-18	Kesavanunni Nair	[Signed]
R-19	Bhavadasanunni	[Signed]
R-20	Lathika	[Signed]
R-21	Ammi Nethiar	[Signed]
R-22	Krishnanunni Nair	[Signed]
R-23	Parukutty amma	[Signed]
R-35	Sankaranarayana Panicker	[Signed]
R-36	Sreekumaran	[Signed]
R-38	Narayananunni	[Signed]
R-42	Ramanunni Nair	[Signed]

P5	K.M.Saseendran Unni	(Signed)
R9	K.M. Janardhanan Unni	(Signed)
R22	K.M. Krishnan Unny	(Signed)
R35	P. Sankaranarayanan	(Signed)

R-43	Lakshmidevi Kavu	[Signed]
R-44	Manomohanunni	[Signed]
R-45	Madana Mohanunni	[Signed]
R-47	Gopalanunni Valsakumar	[Signed]
R-48	Gopalanunni Satheesan	[Signed]
R-49	Gopalanunni Muralidharan	[Signed]
R-50	Gopalanunni Sindhu	[Signed]
R-55	Ambatt Narayananunni	[Signed]
R-56	C. Umadevi Amma	[Signed]
R-57	C. Venugopal	[Signed]
R-58	C. Raghu	[Signed]
R-59	C. Geetha	[Signed]
R-60	C. Harigovindan	[Signed]
R-61	P. Sarojini Nethiar	[Signed]
R-62	P. Sethumadhavan	[Signed]
R-63	P. Balachandran	[Signed]
R-64	P. Krishna Kumar	[Signed]
R-65	P.Ramani	[Signed]

Advocate for 13 and R 55

Advocate for R 21 – 22 and R 61

Advocate for R 47 to R 50

Advocate for R 7

Advocate for R 42 (D52)

Advocate for R 17 to 20 (D25 to 28)

Advocate for LR of D 46

Filed on 5-9-1989

SUB COURT OTTAPPALAM

I.A. 1208 OF 1989

IN

I.A.1265 OF 1973

IN

O.S. 65 OF 1956

COMPROMISE PETITION FILED
BY PETITIONERS AND
RESPONDENTS 3, 5, 7, 8, 9, 10,
11, 12, 13, 14, 15, 17, 18, 19, 20,
21, 22, 23, 35, 36, 38, 42, 43, 44,
45, 47, 48, 49, 50, 55, 56, 57, 58,
59, 60 AND 61 TO RECORD
COMPROMISE AND PASS AN
INTERIM FINAL DECREE IN
TERMS OF COMPROMISE

By Petitioners

R3 and others

O R D E R

**To record Razi in terms of
Compromise.**

**RECORDED
5-12-1989**

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE DEVAN RAMACHANDRAN

WEDNESDAY, THE 24TH DAY OF NOVEMBER 2021 / 3RD AGRAHAYANA, 1943

WP(C) NO. 22780 OF 2021

PETITIONER:

K.M. SASEENDRAN UNNI
AGED 72 YEARS
S/O MANAKKULAM KUNJAN RAJA, KRISHNA KRIPA, RAJAN COLONY,
MANNARKKADA, PIN-678682,
PALAKKAD DISTRICT.

BY ADVS.
V.M.KRISHNAKUMAR
P.R.REENA
MAYA M.
P.S.SIDHARTHAN

RESPONDENTS:

- 1 THE DISTRICT COLLECTOR
COLLECTORATE,
CIVIL STATION,
PALAKKD, PIN-678001.
- 2 TAHASILDAR
ATTAPPADI TALUK OFFICE, ATTAPPADY TALUK, PALAKKAD, PIN-678581.
- 3 VILLAGE OFFICER
KOTTATHARA VILLAGE OFFICE, KOTTATHARA P.O, PALAKKAD, PIN-678581.

OTHER PRESENT:

SMT. SURYA BINOY- SR. G.P

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 24.11.2021,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

J U D G M E N T

The petitioner has approached this Court singularly praying that respondents 2 and 3 be directed to take up and consider Ext.P4 application, in which, he has requested for the issuance of a Possession Certificate and location sketch for his property covered by Ext.P3 within a time frame to be fixed by this Court.

2. The learned Senior Government Pleader - Smt.K.Amminkutty, submitted that there does not appear to be any legal impediment in considering Ext.P4 application; but prayed that this Court may not make any affirmative declarations in favour of the petitioner and leave it to the said Authority to take a decision as per law.

Taking note of the afore submissions, I order this writ petition and direct the competent among respondents 2 and 3 to take up Ext.P4 application of the petitioner and dispose of the same, after affording an opportunity of being heard to him; thus culminating in an appropriate order thereon, as expeditiously as is possible but not later than one month from the date of receipt of a copy of this judgment.

SD/-

DEVAN RAMACHANDRAN
JUDGE

rp

APPENDIX OF WP(C) 22780/2021

PETITIONER EXHIBITS

- Exhibit P1 TRUE COPY OF THE COMPROMISE PETITION , IA
NO.1208/1989 IN I.A.NO. 1265/1973 IN OS NO.65/56 OS
SUB COURT OTTAPPALAM.
- Exhibit P2 TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT
IN CIVIL APPEAL NO.66 AND 67 OF 1974 DATED
07.08.1991.
- Exhibit P3 TRUE COPY OF THE RELEVANT PAGES OF A AND B REGISTER
MAINTAINED BY THE KOTTATHARA VILLAGE OFFICE.
- Exhibit P4 TRUE COPY OF THE REPRESENTATION FILED BY THE
PETITIONER BEFORE THE RESPONDENTS 2 AND 3 DATED
10.08.2021.