



WEB COPY



A.No.901 of 2021

A.No.901 of 2021
in
C.S.No.142 of 2019

K.KUMARESH BABU, J.

This case is listed under the caption “For Being Mentioned” at the instance of the learned counsel for the applicants.

2. The learned counsel for the applicants submits in respect of Item No.1 of the suit property, first plaintiff holds 50% of the undivided share and in Item No.2, first defendant holds 50% of the undivided share. Therefore, in view of the reasons given with regard to Item Nos.1 and 2, Item No. 1 should be allotted to the first plaintiff and Item No. 2 should be allotted to the first defendant. That apart, he submits that in item No.3 of the suit schedule property, it was agreed between the parties to divide the same by drawal of lots with the building intact and if any of the parties desires to demolish their share, it is open for them to demolish the same at that time. Therefore, there is no necessity for this Court to direct the drawal of lots only after removing the building. Hence he seeks to modify clauses (a), (b), and (c) in Paragraph No.16 of the order dated 27.10.2025 accordingly.



A.No.901 of 2021

WEB COPY

3.The learned counsel for the respondents on the other hand objected to the suggestions made by the learned counsel for the applicants and he submits that the preliminary decree itself has been passed to divide the properties by metes and bounds in respect of all the suit schedule properties. Therefore, the allotments itself as envisaged by the Court in the final decree should be altered in respect of Item Nos.1 and 2. In respect of Item No.3 of the suit schedule property, he submits that the property can be divided only after removal of the building, as demolition of the portion of the building by a person would affect the structure of the building of the other property which would not be in the interest of either of the parties. He also requested the Court to take into consideration the age of the building and the type of construction available in the land.

4.I have considered the submissions made by the learned counsel on either sides.

5.The objections raised by the learned counsel for the respondents with regard to Item Nos.1 and 2 cannot be entertained for the simple reason that this Court has given reasons as to why Item Nos.1 and 2 should be allotted to the



A.No.901 of 2021

respective parties. Hence, taking into consideration that in Item No.1, the first plaintiff has 50% of the undivided share and in Item No.2, the first defendant has 50% of the undivided share, the final decree dated 27.10.2025 with regard to Item Nos.1 and 2 of the suit schedule property shall stand alter in the following manner:

16(a) Item No.1 of the suit schedule property is allotted to the first plaintiff.

(b) Item No.2 of the suit schedule property is allotted to the first defendant.

6.As regards Item No.3, as rightly pointed out by the learned counsel for the respondents, this Court having considered the plan submitted by the Engineer and Architect of the defendants has found that it will be fruitful if the building is removed and the property is divided between both the parties by drawal of lots.

7.For the aforesaid reasons, Registry is directed to delete clause (a) and (b) in Paragraph No.16 and replace them with the clauses (a) and (b) as indicated above and issue fresh order copy to the parties.

8.In all other aspects, no modification is required to be made.



WEB COPY

Sn



A.No.901 of 2021

11.11.2025

K.KUMARESH BABU, J.

Sn

A.No.901 of 2021



WEB COPY



A.No.901 of 2021

11.11.2025