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A. No.2352 of 2024
in
C.S. No.476 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.11.2025

CORAM :

THE HONOURABLE MR.JUSTICE P.DHANABAL

A NO.2352 of 2024

IN

C.S. NO.476 OF 2018

1. E. Bharathkumar S/o. Late Ethirajalu Naidu
2. E. Vimala W/o. P.R. Anand
represented by her Power of Attorney
P.R. Uppili

.... Applicants

Vs

E. Uma D/o. Late Ethirajulu Naidu

.... Respondent

PRAYER: Application filed under Order XIV, Rule 8 of Original Side Rules read with Order XX Rule 18 of Civil Procedure Code praying to pass a final decree for dividing A and B Schedule mentioned properties into three equal shares and allot 2/3 share to applicants / Plaintiffs and 1/3 share to the respondent / defendant and deliver separate possession of 2/3 share permitting the applicants to use, occupy and enjoy the same in C.S. No.476 of 2018.

For Applicant(s)	: Mr. K. Jeyachandiran
For Respondent(s)	: Mr. J. Kamaraj
Advocate	
Commissioner	: Mr. M. Palanimuthu.



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ORDER

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This application has been filed by the applicants / Plaintiffs to pass a final decree for dividing A and B Schedule mentioned properties into three equal shares and allot 2/3 share to applicants / Plaintiffs and 1/3 share to the respondent / defendant and deliver separate possession of 2/3 share as per the Preliminary Decree passed in the original Suit in C.S. No.476 of 2018.

2. According to the applicants, they are the Plaintiffs in the main Suit and they filed the Suit for partition over the 2/3 shares in the properties and already this Court passed Preliminary Decree dated 03.11.2023 by directing to divide the properties into 3 equal shares and to allot 2/3 shares to the applicants / Plaintiffs and 1/3 share to the respondent / defendant. Therefore, the applicants have filed this application.

3. This Court also appointed an Advocate Commissioner to inspect the properties to divide the properties into three equal shares through an order dated 09.09.2024 and to file a report and rough sketch along with photographs of the Suit schedule properties. Pursuant to the order passed by this Court, the learned Advocate Commissioner has also filed his report stating that both



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the properties mentioned in 'A' and 'B' Schedule are divisible. Thereafter, the

matter was referred to Mediation, where the parties had arrived at settlement.

At the time of mediation, the parties have also found another property mentined in 'C' Schedule and thereafter, they had amicably settled the matter in respect of all the properties.

4. As per the Compromise memo, 'A' Schedule property has to be allotted to the respondent / defendant and 'B" Schedule property has to be allotted to the applicants / Plaintiffs 1 and 2. As far as the 'C' Schedule property is concerned, both the parties agreed to divide the properties by themselves. The parties themselves fixed the market value of the properties and based on their respective shares, they exchanged the money between them. The value of the 'A' Schedule property is Rs.1,13,00,000/- and each party is entitled to equal 1/3rd share valued at Rs.37,66,600/-. As far as 'B' Schedule property is concerned, the market value of the property is arrived at Rs.2,83,50,000/- and each party is equally entitled to 1/3rd share valued at Rs.94,50,000/-.

5. As per the Mediation Settlement, the respondent / defendant shall retain entirety of the Schedule-A propety in lieu of the applicants / Plaintiffs'



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share and the respondent agrees to pay a sum of Rs.37,66,600/- to each

applicant and the said amount was also paid through a Demand Draft. As far as 'B' Schedule property is concerned, the 1st Plaintiff has been allotted 900 sq. ft. on the Western side of the 'B' Schedule property, which is the entire 1/3 share of the 1st Plaintiff over the 'B' Schedule property and therefore, no money will be paid to him for the 'B' Schedule property. The 2nd Plaintiff has been allotted 1800 sq. ft., remaining portion of land and this includes the respondent / defendant's 1/3 share relinquished to the 2nd applicant in exchange and the respondent / defendant is entitled to monetary compensation for giving up her share of this property. The 2nd applicant agrees to pay compensation to the respondent / defendant for acquiring the respondent's share in the 'B' Schedule property and the respondent / defendant has to pay money to the 2nd applicant for the 'A' Schedule property. Therefore, the 2nd applicant paid a sum of Rs.56,83,400/- to the defendant by way of cheques. Therefore, the 'A' Schedule property exclusively belongs to the respondent / defendant and the western side of the 'B' Schedule property i.e., 900 sq. ft. was allotted to the 1st applicant /Plaintiff and the remaining portion of 1800 sq. ft. was allotted to the 2nd applicant / Plaintiff. The respondent / defendant after adjusting the 2nd applicant/ Plaintiff's share in the 'A' Schedule property,

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paid a sum of Rs.56,83,400/- to the 2nd applicant/ Plaintiff. Therefore, 'A' and 'B' schedule properties have been specifically allotted to the parties concerned.

6. As far as the 'C' Schedule property is concerned, that has not been included in the Suit properties. However, the parties agreed to divide the said property by themselves and the 'C' Schedule property mentioned in the Compromise Memo is to the extent of 3600 sq. ft. and each will get 1200 sq. ft. of land and the same has to be divided equally between the parties. Therefore, there is no separate application is necessary to divide that property. Already to that effect, all the parties have entered into compromise and the compromise has also been recorded.

7. In view of the same, ***final decree*** is passed as follows:

- 'A' schedule property is exclusively belongs to the respondent / defendant;
- Western side of the 'B' Schedule property i.e., 900 sq. ft. belongs to the 1st applicant / 1st Plaintiff and the remaining portion of the 'B' Schedule property i.e., 1800 sq. ft. exclusively belongs to the 2nd applicant / 2nd Plaintiff; and'
- 'C' Schedule property measuring to an extent of 3600 sq. ft. shall be divided into the respective shares of each party to an extent of 1200 sq. ft.



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•The Compromise Memo shall form part of the final decree proceedings.

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Accordingly, **this application is allowed and final decree is passed.**

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