



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-02-2026

CORAM

**THE HONOURABLE MR JUSTICE N. SATHISH KUMAR
AND
THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN**

AS No. 1254 of 2025 and CMP.No.32548 of 2025

R.Rajamani

Appellant(s)

Vs

S.Shanthi

Respondent(s)

PRAYER: Appeal Suit filed under Section 96 of Code of Civil Procedure, to set aside the Judgment and Decree dated 15.09.2025 made in O.S No.77 of 2020 on the file of the learned I Additional District and Sessions Judge, Tiruppur.

For Appellant(s): Mr.K.Sudhakar

For Respondent(s): Mr.K.Rajapandi
For Ms.S.Veera Santhi

JUDGMENT

(Judgment delivered by N.Sathish Kumar J.)

Challenging the preliminary decree granting $\frac{1}{2}$ share to the plaintiff, the sole appellant/defendant has filed the present appeal.

2. The parties herein are arrayed to as per their own ranking before the Trial Court.

3.Brief facts in filing the appeal are as follows:-

3.a. It is the case of the plaintiff that husband/defendant and wife/plaintiff both jointly purchased the extent of 1 acre in S.F.No.308/2 at Pongalur Village vide registered sale deed dated 06.04.2009. It is the case of the plaintiff that



after disposing the house property that belonged to her, she had purchased the suit property jointly. That apart, she has also invested huge sum of money from her income for the construction of school buildings. The plaintiff and her husband were residing at the school with their family and the defendant was looking after the school in the suit property. Thereafter, matrimonial dispute arose between the parties and as the relationship got strained, the defendant harassed the plaintiff to transfer her share of 50 cents in the suit property in his name. The school building is not in good condition and hence, the plaintiff seeks for partition.

3.b. It is the contention of the defendant that the plaintiff and the defendant leased the suit property along with the property belonging to the defendant for running a matriculation school recognized by the Tamil Nadu Government and the school is functioning in the said the suit property. The buildings were constructed by the School Management and are in good condition. The building of the school alone is worth Rs.2 crore, the plaintiff and the defendant are living separately for the past 8 years and HMOP.No.69 of 2019 is pending before the Sub Court, Palladam for Divorce. The suit property and the defendant's property totally 3 acres was leased out to Kalaimagal Educational Trust for running Kalaimagal Matriculation School till 31.06.2049 as per registered lease deed dated 25.06.2010. The suit property is not in



separate possession of the plaintiff and the defendant, but in possession of the school management Hence, disputed the claim of the plaintiff.

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3.c. On the basis of pleadings and evidence, the Trial Court framed the following issues:

- 1) Whether the plaintiff is entitled to the relief of partition and separate possession of $\frac{1}{2}$ share in the suit property as prayed for?
- 2) To what other reliefs?

3.d. On the side of the plaintiff, PW1 was examined and Exs.A1 to A7 were marked and on the side of the defendant, DW1 was examined and Exs.B1 to B4 were marked.

3.e. The Trial Court after appreciation of the entire evidence decreed the suit for partition granting preliminary decree of $\frac{1}{2}$ share to the plaintiff. Challenging the same, the present appeal has been filed by the unsuccessful defendant.

4. The only contention raised in the appeal is that since the properties are leased out to the school along with other properties of the defendant, partition in a running school is not permissible. Besides, Mr.K.Sudhakar, learned counsel



for the appellant submitted that since the property is developed as school, dividing the properties into two equal share is not permissible. Hence, submitted that the Trial Court has not taken into consideration this aspect. Hence, seeks for allowing this appeal suit.

5. Whereas, the learned counsel for the respondent/plaintiff submitted that all along the appellant/defendant agreed to give 50 cents to plaintiff, which the defendant has purchased has now gone back. At any event, joint purchase is admitted, therefore, the rights of the plaintiff cannot be defeated.

6. In light of the above, now, the following points arise for consideration:

- (i) Merely, because the suit property was leased out with other properties, will that take away the right of the plaintiff to take a share in the property?
- (ii) To what other relief, the parties are entitled to?

Points (i) & (ii)

7. Admittedly, the property has been purchased jointly by both plaintiff and defendant, this aspect has been admitted by both sides. The properties have been purchased under Ex.A1 and later, it appears that school building has been constructed along with other properties of the defendant, but the fact remains that properties has been purchased jointly and the lease deed is also executed



jointly. In such view of the matter, we are of the view that merely because the lease deed has been executed jointly by both sides, it will not take away the rights of one of the coowner to claim partition in the suit property. Hence, we do not find any infirmity in the judgment and decree of the Trial Court granting preliminary decree of $\frac{1}{2}$ share in the suit property to the plaintiff. Accordingly, these points are answered against the defendant.

8. In fine, this appeal suit is dismissed and the judgment and decree dated 15.09.2025 made in OS.No.77 of 2020 on the file of the learned I Additional District and Sessions Judge, Tiruppur is confirmed. No costs. Consequently, connected miscellaneous petition stands closed.

(N.SATHISH KUMAR J.)(V.LAKSHMINARAYANAN J.)
19-02-2026

dhk

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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To

1. The I Additional District and Sessions Judge
I Additional District and Sessions Court,
Tiruppur

2. The Section Officer
VR Section, Madras High Court



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**N.SATHISH KUMAR J.
AND
V.LAKSHMINARAYANAN J.**

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