

**IN THE COURT OF THE MUNSIFF, CHALAKUDY**

Present : Parvathy Vijayan, Munsiff, Chalakudy.

Tuesday, the 31<sup>st</sup> day of March, 2026/17<sup>th</sup> Chaithra, 1947

**F.D.I.A.2322/2010 in O.S.582/2005**

**Petitioners :-**

Rajamma, Aged 60, W/o Choondanthuruthi Balan,  
Poolani Desom, Meloor Village, Mukundhapuram Taluk.

By Adv. V.G.Subash Chandra Babu & K.S. Rosh

**Respondents:-**

1. Rajan, Aged 51, S/o Choondanthuruthi Sekharan,  
Poolani Desom, Meloor Village, Mukundhapuram Taluk.
2. Radha, Aged 48, W/o 1st Defendant,  
Poolani Desom, Meloor Village, Mukundhapuram Taluk.

By Adv. Clemance Thottapilly

This petition is come up before me hearing on this day, the court passed the following :-

**FINAL JUDGMENT**

Application for passing final decree.

2. In the suit for partition, a preliminary decree was passed by this court on 23.07.2010 partitioning the decree schedule properties into four equal shares by metes and bounds and for allotting  $\frac{3}{4}$  to the petitioner and the remaining share to the respondents and that any of the parties who pays court fee can apply for passing final decree. Hence the final decree application is filed for allotting the separate share of the plaintiff in the decree schedule property.
3. The respondents were called absent and set exparte.
4. An advocate commissioner was appointed to measure out the decree schedule property with the assistance of Surveyor. The advocate commissioner filed report and sketch which are marked as Ext. C1 and C1(a) respectively. The decree schedule properties are the properties having an extent of 98 cents and  $\frac{3}{4}$  perukkam properties which is the E schedule of Will deed no.26/1956

of the Sub Registry Office, Chalakudy. The commissioner measured the property as per the boundaries in possession and as per the survey boundaries and an extent of  $96 \frac{870}{1000}$  cents comprised in survey no.951/1 and 952/2 of Meloor village are found to be partible. Out of these properties the properties having an extent of 2.78 Ares ( $6 \frac{870}{1000}$  cents) is set apart for the way which is scheduled as F in the sketch which is set apart for the use of all schedule of properties. The remaining properties are partitioned as per the terms of the compromise. As the properties are partitioned as per the compromise value of the improvements, house and well in the properties are not calculated.

5. No objection seen filed to the commission report..
6. The commission report and survey sketches are accepted in toto and final decree is passed as follows:

In the result, final decree is passed as follows:

1. As per the terms of compromise 5.44 Ares ( $13 \frac{440}{1000}$  cents ) of properties is set apart as the share of the petitioner, Rajamma. Out of these properties the properties having an extent of 3.01 Ares ( $7 \frac{420}{1000}$  cents) is situated in survey no.952/1, the properties having an extent of 2.43 Ares ( $6 \frac{020}{1000}$  cent) situated in survey no.952/2 of Meloor village. The properties having an extent of 3.01 Ares situated in survey no.952/1 is marked as plot E in the sketch and the properties having an extent of 2.43 Ares situated in survey no.952/2 is marked as plot E1 in the sketch
2. As per the terms of compromise the properties having an extent of 6.07Ares comprised in survey no.952/1 of Meloor village is set apart as the share of Geetha, daughter of Rajamma and the same is marked plot C in the sketch. As per the terms of compromise the properties having total extent of 8.09 Ares, i.e., properties having an extent of 4.07 Ares comprised in survey no.952/1 of Meloor village and properties having an extent of 4.02 Ares

comprised in survey no.952/2 is set apart as the share of Sheeba daughter of Rajamma and the same is marked as plot D, D1 in the sketch.

3. As per the terms of compromise the properties having an extent of 8.73 Ares comprised in survey no.952/1 of Meloor village is set apart as the share of Sunil, son of Rajamma and is marked as plot B in the sketch.

4..As per the terms of compromise the properties having an extent of 8.09 Ares comprised in survey no.952/1 of Meloor village is set apart as the share of 1<sup>st</sup> respondent Rajan and the same is marked as plot A in the sketch

5. Stamp value is calculated as Rs.8,300/- which is to be equally borne by all the parties.

6. Exts.C1 Commission Report and Ext.C1(a) Sketch will form part of the decree.

7. The final decree shall be engrossed on stamp paper worth Rs.8,300/- to be borne by the parties. In the event of failure by any of the parties to bear their share of stamp value, any other party shall be at liberty to produce the same and the amount so borne shall be charged on the share of the defaulting party.

(Pronounced in open court, this the 31<sup>st</sup> day of March, 2026)

Parvathy Vijayan,  
Munsiff

#### **APPENDIX**

#### **Court Exhibits:-**

C1 - Commission Report

C1(a) - Sketch

Munsiff