ORDER BELOW Exh.NO.5
SPECIAL CIVIL SUIT NO.276/2016

1. This is the two fold ad interim injunction, as contemplated under Order 39 Rules 1, 2 of the Code of Civil Procedure, 1908 ('the CPC' in short). The Plaintiff has initially sought the protection in terms of preventive order to restrain Defendant Nos.1 to 5 from creating third party interest and obstructing the peaceful possession over the suit property. Again by the express purshis below Exh. No.27, the scope of the present application was limited to relief against Defendant No.5 only whose name is appearing on the property extract, for want of service of suit summons and notices to Defendant Nos. 1 to 4 prolonging the hearing of the present application.

Briefly, the case of the Plaintiff may be considered first over here in terms of the parties, subject matter of the suit, cause of action & the reliefs sought as...

2. The suit property is specifically defined in plaint para No.1. It is the landed property in the village Chandkhed, Taluka Maval, Dist. Pune, bearing Gat No.309, ad measuring 5 H 8.25 R out of total 7 H 89 R. The Plaintiffs have share of “3 anna & 4 pai” in such suit property. It is the subject matter of the suit. The Plaintiffs are the co-owners in the suit property. The suit property has been cultivated by the Plaintiffs from their ancestors. It is the means of their livelihood. However, the income from such property was not sufficient to meet their family needs. All the co-owners of the suit property decided to sale the same. Defendant Nos.1, 2 who were in search of the property for investment, approached to the Plaintiffs and other co-owners. The registered agreement to sale dated 16/07/2005 was executed in respect of the suit property for the consideration of Rs.14 Lakhs. The executants of the agreement to sale were paid Rs.7 Lakhs at that time. The Plaintiffs were issued three different cheques of Rs.1 Lakhs in total. The same were returned dishonoured on presentation. Defendant Nos.1, 2 were informed about the dishonour. They promised to replace the said cheques. But, they did not keep their words for length of time till February 2007. Then, the said cheques were replaced. However, the said cheques so replaced were again

dishonoured. The Plaintiff requested for their consideration and execution of sale deed to Defendant Nos.1, 2. The Plaintiffs who were poor persons were not entertained by Defendant Nos.1, 2. In result, the Plaintiffs decided not to execute the sale deed. On 23/09/2015, the Plaintiffs were surprised by what reflected from 7/12 extracts of the suit property. It was noted to be transferred by Defendant No.3 to Defendant Nos.1, 2 on 26/04/2007. In fact, no power of attorney for any such sale was executed by them in favour of Defendant No.3. No consideration for such sale deed was given to the Plaintiffs. The cheques mentioned in this sale deed were dishonoured. Further, on 04/12/2014, Defendants by means of the said bogus sale deed of 2007, again executed one more registered sale deed in favor of Defendant No.5 as to the suit property. Defendant Nos.1 to 5 in collusion executed bogus and sham documents. They are trying to grab the suit property for the revenue record in their favour. The Plaintiffs were threatened of dire consequences on disputing about the documents by the Defendants. Therefore, the present suit came to be filed. The Defendants did not pay the consideration to the Plaintiffs of the suit property nor did they receive the possession of the suit property. Both the said sale deeds in favour of the Defendants are void ab initio to the extent of the share of the Plaintiffs. The Plaintiffs are apprehending the creation of third party interest in the suit property for the revenue record in favor of the Defendants. Accordingly, the reliefs sought are : declaration in respect of the said two sale deeds that the same are void ab intio and not binding on the share of the Plaintiffs. Further, the permanent injunction has been sought against the Defendants from creating the third party interest and disturbing their possession. The ad interim temporary injunction is also prayed for and the present specific application to that effect has been filed. Defendant No.6 one of the co-owner has been added as a formal party against whom no relief is claimed for.

3. The written statement and reply to Exh. No.5 for Defendant No.5 is on record at Exh. No.23. The suit claim & the reliefs sought under application below Exh. No.5, are opposed. The pleadings of the Plaintiffs in para Nos.1 to 7, is admitted. It is

introductory and in respect of the description of the suit property and the facts leading to the execution of the registered agreement to sale in favour of Defendant Nos.1, 2. It is disputed that the cheques issued to the Plaintiffs were dishonoured. So also, the assurance of replacing and further dishonour of the replaced cheques is disputed. There is denial about execution of bogus sale deed by Defendant Nos.1, 2 in their favour & its disclosure to the Plaintiffs after coming across 7/12 extracts in 2015. It is also disputed that the Plaintiffs did not receive the consideration for the dishonour of the cheques issued by Defendant Nos.1, 2 nor they ever received the possession of the suit property. The collusion of Defendant Nos.1 to 5 to execute bogus documents, is specifically denied. The contentions for reliefs of declaration and injunctions sought are opposed. The suit is contended to be time barred for the Plaintiffs did not file the same within the three years of the relevant sale deed of 26/04/2007 in spite of the knowledge of the same and the relevant revenue record. It has been further contended that the suit is bad in law for non joinder of the necessary party for not joining the other multiple number of co-owners of the suit property who were party to the relevant agreement to sale and sale deeds in dispute. The present suit is hit by Section 34 of the Specific Relief Act, as the Plaintiffs are not seeking for the relief of cancellation of the relevant agreement to sale or the specific performance. Defendant No.5 has further set out his specific defence that he has been the bonafide purchaser for value without notice of the alleged rights of the Plaintiffs. Defendant No.5 issued the public notice before the purchase of the suit property in daily news paper Prabhat. However, no objection was raised by anyone including the Plaintiffs. Even, the Plaintiffs did not raise any objection to the relevant mutations. Defendant No.5 was represented by Defendant Nos.1, 2 that there was a registered agreement to sale in their favour executed by the Plaintiffs and other co-owners of the suit property. They were put in possession of the suit property in part performance at the time of execution of the said agreement to sale. Therefore, they are entitled to claim the protection under Section 53 A of the Transfer of Property Act. Further, they have paid the entire consideration to the Plaintiffs and other co-owners. Thereafter, the sale deed was executed through

Defendant Nos.3, 4 who were authorized by the Plaintiffs and other co-owners therefor. As such, the same is binding on the Plaintiffs. Further, Defendant No.5 is given the peaceful possession of suit property at the time of the relevant sale deed on 04/12/2014. There is fencing and board displaying his title in the suit property without any disturbance by any one including the Plaintiffs. There is no question of the possession on the part of Plaintiffs. The present suit by the Plaintiffs is nothing but abuse of process of law for extracting money from Defendant No.5.

4. Heard Ld. counsels on both the sides. They argued with equal force and length for and against the present application.

5. Ld. counsel for the Plaintiff opened his argument with the relevant prayers of injunction application that it is for ad interim protection in respect of creating third party interest and disturbing the possession. He also pointed out the reliefs sought in the present suit are declaration and injunction. He relied upon the contents of the plaint para No.1 to describe the suit property. He further specifically mentioned that the Plaintiffs are co-owners in the suit property having the share of 3 anna and 4 pie. He narrated the factum of financial need for the sale of the suit property. He then submitted about the entering of registered agreement for sale with Defendant Nos.1, 2 for the consideration of Rs.14 Lakhs in total. He then relied upon the document at Exh. No.3/2 the relevant agreement to sale. He pointed out three cheques for Rs.1 Lakh issued to the Plaintiffs at the time of agreement to sale. He also pointed out that at the time of the said agreement to Sale Rs.7 Lakhs were to be paid to the executors of such agreement. The balance Rs.7 Lakhs were to be paid within 11 months. It was to be followed by the execution of the Sale deed. However, the said cheques were dishonoured. The Plaintiffs were given the cheques again in 2007 for such dishonoured cheques as replacement after persuasion for length of time. But, the same were dishonoured again. The Plaintiffs, therefore, decided not to execute the sale deed. However, in 2015 they disclosed two sale deeds of 2007 and 2014 by using the power of attorney which were never given by them for such an execution. Ld.

Counsel for the Plaintiffs further pleaded the apprehension of creating the third party interest on the part of Defendant No.5 and disturbing the possession of the Plaintiffs over the suit property. He also submitted that at this juncture this Court has to enquire in respect of receipt of any consideration by the Plaintiffs at the time of the agreement to sale and existence of the alleged power of attorneys which are not filed before the Court. He also submitted that Defendant Nos.1 to 4 are avoiding the service of the summons. To prevent the delay the present application is limited to Defendant No.5 whose name is appearing in the property extract of the suit property. Ld. Counsel for the Plaintiffs then referred the written statement Exh. No.23. He pointed out that para Nos.1 to 7 of the plaint are admitted. The defences of Defendant No.5 are appearing to be : Limitation, non joinder of the necessary party, Section 34 of the Specific Relief Act, protection under Section 53 A of the Transfer of Property Act. In Exh. No.3/1, 7/12 of the suit property, the name of Defendant No.5 is pointed to be reflected. When the sale deeds were executed through the power of attorneys then how the consideration could be received by the Plaintiffs and other co-owners of the suit property. Even, in such sale deed of 2007, at Exh. No.3/3 the dishonoured cheques are mentioned as the consideration. He also relied upon the contents of such agreement to sale Exh. No.3/2 and pointed out that there are thumb impressions of the Plaintiffs on such agreement to sale. Further, there is specific mention about the financial need of the Plaintiffs to sale the suit property. The sale deed was to be executed on payment of balance within 11 months. He also submitted and pointed out that the sale deed at Exh. No.3/3 is signed by the power of attorneys who are the wives of Defendant Nos.1, 2. He then submitted that the suit property was ancestral property of the Plaintiffs and other co-owners. The cheques issued as consideration to the Plaintiffs were bounced. Even, the possession is admittedly with the Plaintiffs as mentioned in the sale deed of 2007. There are power of attorney as the part and parcel of such sale deed of 2007. However, the names of the Plaintiffs in such power of attorney are not there. So also, he disputed that there are two different power of attorneys mentioned in sale deed at Exh. No.3/4 in favour of Defendant No.5. However, the registered power of attorney bearing No.4632/2005 has not been filed. He also relied upon his compilation at Exh. No.29 of the copies of the said cheques issued to the Plaintiffs for the consideration at the time of agreement to sale and as replacement on dishonour and again the factum of dishonour of such cheques as appearing in dishonour memos. He concluded his argument with the issues that the Plaintiffs did not receive the consideration amount for the dishonour of the relevant cheques but the sale deeds were executed by the power of attorneys which are bogus documents.

6. Ld. counsel for Defendant No.5 opened his argument with submission that there are no allegations against Defendant No.5 in para Nos.1 to 15 of the plaint. There is only pleading and allegations of collusion in the plaint para No.16 in respect of Defendant No.5. He contended that such pleading is without any substratum for the relevant sale deed of Defendant Nos.1, 2 was executed long back in 2007. Further, the sale deed of Defendant No.5 was executed in 2014. The pleading as said does not hold much water for the consideration amount given by Defendant Nos.1, 2 was as much as Rs.14 Lakhs whereas Defendant No.5 paid the consideration amount of Rs.4 Crores and 32 Lakhs. It was also by means of the cheques. The relation of the Plaintiffs with Defendant Nos.1, 2 was surprising, as in spite of dishonour of cheques in 2005, when the suit property was sold for financial difficulties, the replaced cheques were accepted in 2007. No notice was issued nor the agreement to sale was terminated. Defendant No.5 did not enter into any transaction with the Plaintiffs. There was prayer of injunction against Defendant Nos.1 to 4 who are not turning before the Court. The prayer of injunction against Defendant Nos.1 to 4 is not pressed speaks for itself. He further disputed that the description of the suit property. He submitted that the Plaintiffs have the limited share. The same is not mentioned in such description of the property. However, the reliefs are claimed in respect of the entire suit property. Injunction against the entire suit property can not be allowed. The Plaintiffs did not take trouble to cancel or terminate the agreement for sale for length of time 2007-2014 when there were revenue entries. The Plaintiffs are not claiming the substantial relief of

partition and cancellation of the agreement to sale. Therefore, they are not entitled to claim any ancillary reliefs as provided under Section 34 of the Specific Relief Act. The reliefs of the Plaintiffs are time barred for their inaction. He also submitted that the pleading that in 2015, the Plaintiffs got knowledge of the relevant two sale deeds is false on the face of record. He submitted the documents filed by the Plaintiffs alongwith list Exh. No.3 are disclosing that the copies of the sale deeds were secured by them in 2013. So also, he referred the sale deed in favour of Defendant No.5 and submitted that there are names of Defendant Nos.1, 2 are reflecting in 7/12 extracts of the suit property. In reference to the issue of the power of attorney, it was submitted that admittedly all power of attorneys are not filed before the Court. However, in the sale deed in faour of Defendant No.5 itself, there are power of attorneys compiled therewith of as many as 12 persons. The Plaintiffs are not supported by other co-owners nor they are disputing the transactions. The Defendants do certainly have the protection of Section 53 A of the Transfer of Property Act, as Defendant Nos.1, 2 were put in possession of the suit property by the Plaintiffs and other co-owners in part performance. The Plaintiffs at the most can claim the unpaid the consideration. For the present application, the conduct of the parties certainly matters. The inaction on the part of the Plaintiffs is evidently on record. The Plaintiffs have not joined other co-owners as the party who are the necessary parties. The four boundaries are not correct for the entire Gat No.309 is not the subject matter of the suit. As such, on at least one side of four boundaries, Gat No.309 is bound to be there. He also pointed out that at present there is grass over the suit property as reflected in 7/12 extracts, whereas the Plaintiffs are pleading that the suit land is cultivated by them and it is the means of their livelihood. The old 7/12 extracts are filed on record to clear the position. Even, the agreement to sale was not terminated in spite of dishonour of the cheques as alleged. Defendant No.5 acted on the registered sale deed in favour of the vendors and the revenue record. There was a public notice as reflected in the sale deed in favour of Defendant No.5. The agreement to sale is the undisputed and subsisting document on record. The Plaintiffs have signed the same. The possession was delivered at the time of execution of such documents collectively by the Plaintiffs and other co-owners. Other co-owners are not supporting the claim of possession. They are not deliberately joined as the party to the suit. The Plaintiffs are precluded from denying the delivery of possession by the principle of estoppel. The relief of partition is not claimed. The suit is not maintainable. The alleged documents are legal and proper. The full consideration has been paid. The suit filed is bogus oneby ascertaining the lacunae in the documents. The application, is therefore, liable to be rejected. It was replied by the Ld. counsel for the Plaintiffs that the Defendants are also bound by the principle of estoppel, as no possession was handed over in the agreement to sale and therefore there is clause of possession in sale deed of 2007 which is false one. Defendant No.5, now cannot dispute the description of the property as para Nos.1 to 8 of the plaint, are admitted in written statement of Defendant No.5 at Exh. No.23. Different power of attorneys are mentioned in the sale deeds as Defendant No.3 and Defendant Nos.1, 2. If Defendant No.5 is disputing the partition, then how the possession can be given to Defendant No.5. To substantiate the share of the Plaintiffs, the 8 A extract of the Plaintiffs has been filed on record. Defendant No.5 is before the Court with the case of bonafide purchaser for value but in fact it was for Defendant No.5 to verify the relevant power of attorneys for execution of the sale deeds. The present suit is not filed under Section 34 of the Specific Relief Act. But it is filed under Section 31, 32, 37 of the Act. There is prima facie fraud. The Plaintiffs have sought reliefs limited to their share.

7. The following points may be formulated to deal with the subject of adjudication. The findings of this Court against such points are recorded followed by the reasons recorded therefor, as herein next...

Sr. No.	P O I N T S	F I N D I N G S
1	Do the Plaintiffs prove the prima facie case in their favour ?	In the Negative.
2	Do the Plaintiffs prove irreparable loss to them, if temporary injunction is not granted ?	In the Negative.

3	Do the Plaintiffs prove further that the balance of convenience lies in their favour ?	In the Negative.
4	What order ?	As per final order.

REASONS

8. Before dealing with point Nos.1 to 3, the legal position as to grant of temporary injunction, may be considered here. The provision as to the temporary injunction has been given place under Order 39 of the Code of Civil Procedure, 1908. The said relief is discretionary one. In grant of the discretionary relief, the Court is guided by three maxims of equity, namely, 1. Delay defeats equity; 2. One who seeks equity, must do equity; 3. One who comes equity, must come with clean hands. In the exercise of the judicious discretion of the Court, it has to consider the diligence and conduct of the parties as enshrined in the said maxims.

9. The prima facie case, the balance of convenience, the irreparable loss, are the three parameters to be looked into while adjudicating upon the application for temporary injunction. Prima facie case does not mean that the party should have a cent percent case which will in all probability succeed in trial. Prima facie case means that the contentions which the party is raising, require consideration on merit and are not liable to be rejected summarily. To see balance of convenience, it is necessary to compare case of party, comparative mischief or inconvenience which is likely to ensue from withholding the injunction will greater than which is likely to arrive from parties from granting it. The term irreparable loss denotes such loss which cannot be compensated in terms of money.

AS TO POINT NO.1 :

10. The Plaintiffs are before the Court claiming the right, title and interest in the suit property. The suit property is the landed property in the village Chandkhed, Taluka Maval, Dist. Pune, bearing Gat No.309, ad measuring 5 H 8.25 R. The Plaintiffs are claiming the specific share to the extent of 3 anna & 4 pai in the suit property. The

suit property is claimed to be the ancestral property of the Plaintiffs and other co-owners. The suit property was the means of livelihood of all the co-owners. It was insufficient to meet their needs. Accordingly, it was agreed to be sold to Defendant Nos.1 and 2 for consideration of Rs.14 Lakhs. The executant of the relevant agreement to sale were paid Rs.7 Lakhs. The Plaintiffs were issued three different cheques of Rs.1 Lakh in total. The cheques returned dishonoured. Defendant Nos.1 and 2 were informed about the dishonour. The cheques were replaced on follow up. However, again those cheques replaced were also dishonoured. Therefore, the Plaintiffs decided not to execute the sale deed. The Plaintiffs were surprised on going through 7/12 extracts of the suit property. It was noticed to be transferred by Defendant No.3 to Defendant Nos.1 and 2. The Plaintiffs are before the Court with specific cause of action that in fact no power of attorney for any such sale was executed by them in favour of Defendant No.3. No consideration for such sale deed was given to the Plaintiffs. The cheques mentioned in the sale deed were dishonoured. It is also disputed that by means of such bogus sale deed, Defendant Nos.1 and 2 again executed one more sale deed in favour of Defendant No.5. Per contra, Defendant No.5 resisted the application with the stand that Defendant No.5 is the bonafide purchaser for value. Defendant No.5 also pleaded the public notice before the sale. It is also contended that in the entire plaint, the stigma of fraud and collusion is levelled in para No.16.

11. The Plaintiffs are claiming their right, title and interest by virtue of their share as the co-owners in the ancestral property. The right is claimed to the extent of their share. The declaration is also claimed to the extent of such share. The Plaintiffs are not disputing the execution of the agreement to sale. Such agreement to sale is on record at Exh. No.3/2. It is dated 16/07/2005. It is the registered document. The agreement to sale is appearing to be in favour of Defendant Nos.1 and 2. It is appearing to be executed by as many as 107 co-owners of the suit property. Such co-owners other than the Plaintiffs are not disputing or claiming any relief from this Court.

So also, they are not joined as the party to this suit nor any relief has been claimed against them. There is sale deed filed and relied by the Plaintiffs at Exh. No.3/3. This sale deed is also registered document. It is executed in favour of Defendant Nos.1 and 2 by the power of attorney for 103 of the said co-owners of the suit property. Admittedly, there are three power of attorneys appearing for the vendors of the suit property. Two of such power of attorney are appearing to be the wives of Defendant Nos.1 and 2. So also, the Plaintiffs relied upon one more sale deed at Exh. No.3/4. It is dated 04/12/2014. It is executed by Defendant Nos.1 and 2 in favour of Defendant No.5. It is appearing for the consideration of Rs.4 Crores and 32 Lakhs. It is also the registered document. The consideration is appearing to have been paid by means of the cheques.

12. The Plaintiffs are disputing that the Plaintiffs did not execute any power of attorney for executing the sale deed filed at Exh. No.3/3. Ld. counsel for the Plaintiffs also pointed out that alongwith Exh. No.3/4, there is relevant sale deed in favour of Defendant No.5. In such sale deed in para No.8, there is mention of one power of attorney bearing No.4632/2005. However, such registered power of attorney has not been filed. He further submitted and relied that as such there is no power of attorney on record filed by Defendant No.5 to substantiate his right, title and interest in the suit property. The Plaintiffs were not paid the consideration and for the default by the Defendants to honour their cheques, they decided not to execute the sale deed. Therefore, the relevant power of attorney was the crux of the matter. After the argument at the length, the matter was posted for the order. Ld. counsel for Defendant No.5 filed the relevant power of attorney alongwith list Exh. No.32. This power of attorney is dated 16/07/2005. It is the registered document. It is executed in favour of Mrs. Renuka Vijay Vidhate (Defendant No.3) and Mrs. Anjali Santosh Vidhate (Defendant No.4) by the co-owners of the suit property. The Plaintiffs have specifically pleaded in plaint para No.13 the cause of action. The Plaintiffs have flatly denied any power of attorney for execution of the sale deed of 26/04/2007. Therefore, the Plaintiffs

are claiming that the said alleged sale deed is without authority, without consideration and hollow. Hence, liable to be declared as null and void. Moreover, the document is further claimed to be fraudulent, as the Plaintiffs never executed any power of attorney in favour of Defendant No.3. Therefore, substantially cause of action is as pleaded is that the Plaintiffs did not execute the alleged power of attorney. Even, at the time of argument, it was so highlighted that the sale deed in favour of Defendant Nos.1 and 2 of 2007 is not lawful for want of consideration and the authority to execute such sale deed by executing any power of attorney in their favour. But this claim of the Plaintiffs is surfaced to be false for the reason of filing of the power of attorney dated 16/07/2005 filed by Defendant No.5 alongwith list Exh. No.32. In such power of attorney, Plaintiff Nos.1, 2, 3, 3A, 4 and 5 are appearing to be the parties executing such power of attorney at Sr. Nos.46, 41, 43, 44, 45 and 48 respectively. Admittedly, Plaintiff No.2 is appearing to be the party but not signed such power of attorney. Therefore, the claim of the Plaintiffs is bound to collapse because their cause of action of want of execution of the said power of attorney is prima facie defeated by the power of attorney filed alongwith list Exh. No.32. The Plaintiffs have claimed the fraud by the Defendant Nos.1 and 2 for the fraudulent documents as the Plaintiffs have never executed any power of attorney in favour of Defendant No.3, as pleaded in plaint para No.13. In view of the said power of attorney filed alongwith list Exh. No.32, prima facie the case of the Plaintiffs about the alleged fraud does not hold good. The Plaintiffs are also disputing the want of consideration. It is pertinent to note that the Plaintiffs are claiming the dishonour of the cheques on two occasions. However, it is the undisputed position appearing before this Court that no notice was issued to Defendant Nos.1 and 2 for such alleged dishonour of the cheques issued by Defendant Nos.1 and 2. Moreover, the replaced cheques were issued in 2007 in respect of the cheques issued and dishonour in 2005. The Plaintiffs are before the Court with the case that the said property was intended to be disposed of for need of money to the Plaintiffs and other co-owners. Therefore, inaction on the part of the Plaintiffs on dishonour of the cheques is not appearing to be prima facie sound pleading. Defendant No.5 is saddled with the collusion and execution of illegal documents in plaint para No.16. In this regard, it may be aptly considered that the Plaintiffs executed the agreement to sale for the consideration of Rs.14 Lakhs alongwith the co-owners in the year 2005. The Plaintiffs are not disputing the execution of such agreement to sale nor the other co-owners. Further, even the other co-owners are not disputing the subsequent sale deed followed by such agreement to sale. The Plaintiffs entered into an agreement to sale in 2005. It was followed by the sale deed in favour of Defendant Nos.1 and 2 in the year 2007. It now appears from the record that such sale deed was on execution of power of attorney in favour of Defendant Nos.3 and 4 by the Plaintiffs except one and the other co-owners who are 103 in total. It is followed by sale deed in favour of Defendant No.5 in the year 2014. There is length of time in sale deed in favour of Defendant Nos.1 and 2 and Defendant No.5. The pleading is not specific as to the nexus between the Defendant Nos.1 to 4 and Defendant No.5 and the alleged collusion between them. Per contra, it may be, however, rightly considered that the Plaintiffs and other co-owners sold the suit property in favour of Defendant No.1 and 2 for Rs.14 Lakhs. Defendant No.5 purchased the suit property for the huge consideration of Rs.4 Crores 32 Lakhs. The consideration has been paid in terms of the cheques. On filing of the power of attorney by Defendant No.5, Ld. counsel for the Plaintiffs was extended the opportunity to argue in respect of the said power of attorney filed alongwith list Exh. No.32. However, it was followed by an application for an adjournment at Exh. No.36 to amend the plaint. It speaks for itself as the said power of attorney prima facie defeated the claim of the plaintiffs. It may be further considered that the injunction was sought in the present application against all the Defendants. The suit was filed in the year 2016. However, by express pursis at Exh. No.27, the scope of the present application was limited to Defendant No.5 only. It was pleaded in such pursis that the name of Defendant No.5 appearing on the property extract. Further, the application was pressed against Defendant No.5 only for want of service summons and notice to Defendant Nos.1 to 4 prolonging the hearing of the application. However, now it appears that if Defendant Nos.1 to 4 were duly served within time, the power of attorney claimed to have not been executed as pleaded in plaint para No.13 would have been likely to be produced on record by Defendant Nos.1 to 4. Therefore, in result of the false pleadings on the part of the Plaintiffs, they are not entitled for any equitable relief, as sought for. Even, the issue of possession would not survive as other co-owners are not challenging any of the transactions. They are not even impleaded as the party to the suit. Further, there are terms specifying delivery of possession expressly in undisputed agreement to sale and disputed sale deeds, as well. Accordingly, Point No.1 is decided in the Negative.

AS TO POINT NOS.2, 3 AND 4 :

13. The Plaintiffs could not satisfy the prima facie case in their favour. Therefore, the further discussion as to the elements of balance of convenience and irreparable loss are appearing to be redundant. Accordingly, Point Nos.2 and 3 are decided in the Negative. In answer to Point No.4, the order follows as under :

O R D E R

1. The present application below Exh. No.5 is hereby rejected ;
2. No order as to the costs ;
3. The parties to take note.

---Sd---
Phatangare M. N.
7th Joint Civil Judge Senior Division, Pune

Date : 20/09/2017
Pune.

I afFirm that the contents of this P.D.F. file Order is same word for word as per original Order.

Name of Steno	:	Abhishek A. Gite. (Lower Grade Steno)
Court Name	:	Maneesh N. Phatangare. 7th Joint Civil Judge Senior Division, Pune.
Date of Order	:	20/09/2017
Order signed by the Presiding Officer	:	20/09/2017
Order Uploaded on	:	20/09/2017