

**ORDER ON I.A.No.1**

The plaintiff has filed this suit for specific performance of contract.

The applicants/plaintiffs have filed an application under Order 39 Rule 1 & 2 of CPC, to pass an order of ad-interim ex-parte injunction against the defendant directing him to not to alienate the suit schedule property till disposal of the suit.

Perused the documents, affidavit and the plaint averments.

Originally the site No.45 formed in Sy.No.54/4, Khatha No.54/4, measuring East to West 44 ft., North to South 16 ft., situated at T.Dasarahalli, Bengaluru belong to one H.Hanumaiah, H.Hanumaiah sold the same to one B.N.Narasimhaiah through Registered Sale Deed dated 22.08.1980, in pursuance to the said Sale Deed B.N.Narasimhaiah was in peaceful possession and enjoyment of the same and his name was also entered into the revenue records. B.N.Narasimhaiah being the absolute owner of the property executed GPA dated 21.04.1994 in favour of one Krishnamurthy for total consideration of Rs.58,500/-, the said Krishnamurthy is none other than the husband of the plaintiff. On the strength of GPA dated 21.04.1994, Krishnamurthy executed Registered Sale Deed dated 13.06.2003 in favour of the plaintiff to an extent of 16X40 ft., out of 16X44 ft. B.N.Narasimhaiah filed a suit in O.S.No.8850/2005 seeking declaration and also challenging the GPA dated 21.04.1994, the plaintiff is one of the defendant in the

said suit and on 10.12.2009, the said suit is dismissed. B.N.Narasimhaiah executed Registered Sale Deed dated 07.08.2014 in favour of the defendant to an extent of 4X16 feet, which is the suit schedule property. The defendant agreed to sell the property in favour of the plaintiff for total sale consideration of Rs.1,50,000/- and execute an agreement of sale dated 25.10.2025 in favour of the plaintiff and received Rs.50,000/- through cheque No.000105 dated 25.10.2025 of Karur Vysya Bank Ltd., Doddaballapura Branch. Even after several request made by the plaintiff, the defendant did not come forward to execute the Registered Sale Deed as per agreement dated 25.10.2025.

The plaintiff alleges that the defendant has executed unregistered sale agreement dated 25.10.2025 to the extent of 4 X 16 ft. Now he is seeking for not to alienate the disputed property. The plaintiff to show his willingness and readiness had issued legal notices to the defendant. He has also produced the statement of account to show

that the advance amount of Rs.50,000/- is transferred to the account of defendant. In reply notice, at para No.10 the defendant admits the execution of sale agreement for a portion of vacant land measuring 4X16 ft. and at para No.12 of the reply notice the defendant has acknowledged the receipt of receiving Rs.50,000/-. Therefore, at this stage prima facie case has made out by the plaintiff. Therefore, I proceed to pass the following:-

**ORDER**

The defendant is restrained by way of temporary injunction from alienating the suit schedule property, **till next date of hearing.**

Plaintiff shall comply the provision under Order 39 Rule 3-A of C.P.C.

Issue suit summons, I.A.No.1 notice, temporary injunction order on I.A.No.1 to the defendant, subject to compliance.

Call on 23.03.2026.

(Nisharani A.C)  
III A.C.C & S.J. Bengaluru.