

KABC010100932025



**IN THE COURT OF THE III ADDL. CITY CIVIL AND
SESSIONS JUDGE, (CCH-25) AT BENGALURU**

DATED: THIS THE 8th DAY OF DECEMBER, 2025.

PRESENT : **Smt. NISHARANI A.C., B.A., LL.B.,**
 III Addl. City Civil and Sessions
 Judge, Bengaluru.

O.S.No.2834/2025

PLAINTIFF: Smt. Vijayalakshmi
 W/o Mr. Jayamohan Pillai
 Aged about 63 years,
 R/at No.896/A, 17th E Main,
 5th A Cross, 6th Block, Koramangala,
 Bengaluru – 560095.

(By Sri.V.N, Advocate)

V/s

DEFENDANTS: **Sri.Essae Chandran**
 Age and his father's name
 are not known to plaintiff,
 R/at.No.410, 100ft road
 4th block, Koramangala
 Bengaluru – 560034.

(By Sri.G.K, Advocate)

**ORDER ON INTERLOCUTORY APPLICATION No.I FILED
BY THE PLAINTIFF UNDER ORDER XXXIX RULE 1 AND 2
R/W SEC.151 OF CODE OF CIVIL PROCEDURE .**

The plaintiff has filed I.A.No.I under Order XXXIX Rule 1 and 2 r/w Sec.151 of CPC, to pass an interim order of temporary injunction restraining the defendant, their servants and agents or any persons claiming through or under them either individually or collectively, not to interfere with plaintiff's peaceful possession and enjoyment of the suit schedule property, until the disposal of the suit.

2. In support of the application, the plaintiff has sworn to an accompanying affidavit stating that she has filed the present suit for mandatory injunction against the defendant seeking injunctory relief in respect of the suit schedule property. She is the sole and absolute owner and she is in peaceful possession and enjoyment of the suit schedule property and she had purchased the suit schedule property from Sri.Kadirappa @ Kadariga S/o Late Vasanthappa and four others, under a registered sale

deed dated 07.01.1998. Subsequent to the purchase of the suit schedule property as per the Sale Deed, her vendors put her in to the possession and enjoying peaceful possession of the suit schedule property. Plaintiff being a senior citizen and due to her old age and residence at another location with his family, she could not visit suit schedule property regularly. On visiting the suit schedule property on 10.01.2025 she noticed that certain unknown people are illegally trying to trespass by putting barbed wire fencing to the suit schedule property. Immediately, she rushed before the jurisdictional police station and gave a written complaint on 10.01.2025 and police registered the NCR No.04/2025 and directed her to approach the civil Court due to matter is civil in nature. On enquiry, she found out that the defendant is trying to fence the suit schedule property. At that point, when she approached jurisdictional police station requesting to register the complaint against the defendant, but the jurisdictional police refused to

register the FIR for the reason that the matter pertains to civil in nature.

2(a). The plaintiff is in peaceful possession and enjoyment of the suit schedule property since the date of purchase on 07.01.1998 to till toady. She is a senior citizen and taking advantage of this situation, the defendant is trying to curtail plaintiff's legal possession by fencing the suit schedule property. The defendant is politically and financially very strong in the locality and thereby illegally trying to fencing to the suit schedule property. Plaintiff being genuine purchaser of the suit schedule property has been put to periodic continuous harassment and hardship. If the application is not allowed, she would be put to a great deal of hardship, irreparable loss, injury and justice will suffer. At the same time, no prejudice or hardship would be caused to the defendant, if the interim order prayed for is granted. The plaintiff has made out prima facie case. Balance of convenience lies in

favour of the plaintiff. The plaintiff in support of her averments also files following documents:-

1. A certified copy of Sale Deed dated 07.01.1998.
2. A certified copy of the encumbrances certificate from 01.04.1997 to till date.
3. A copy of the police complaint dated 10.01.2025.
4. A certified copy of NCR No.04/2025.
5. Photograph.

Therefore, prayed to allow the application.

3. On the other hand, the defendant has filed memo to adopt his written statement as objections to I.A.No.1 contending that his correct name is "S.A.Chandran" S/o of late Arunachalam, aged about 85 years. The correct address of the defendant is No.124, "Shree", 2nd Cross, 17th Main, 5th Block, Koramangala, Bengaluru. The plaintiff has wrongly mentioned the name of the defendant as "Essae Chandran". Hence, this Court may be pleased to direct the plaintiff to rectify the mistake by amending the cause-title. Secondly, the address of the

defendant mentioned in the cause-title is wrong. The said address is an office premises and the defendant does not reside there. Presently, the son of the defendant runs business organizations in the name of M/s Techno Tronics Private Limited from the address mentioned in the cause-title. The suit summons in this case was served at the reception of premises of the said company on 30.06.2025. It was received at the reception of the office without any knowledge and instructions and it was lying in the reception table. A few days later, the summons was brought to the knowledge of the management and presuming that the summons may be addressed to the defendant herein, it was delivered to the defendant at his residential address mentioned above. The defendant is not available at the address mentioned in the cause-title. Further, for the purpose of this suit, the defendant can be served with summons, notices and other process from this Court through his Advocates M/s Shivaram Bhat

Associates, Flat No.6, 2nd Floor, No.35/11, Kasturi Apartments, Landford Road Cross, Shantinagar, Bengaluru. The averments made in the plaint are denied by the defendant as false and plaintiff is put to strict proof of her claim.

3(a). The defendant submits that the erstwhile City Improvement Trust Board (CITB) had acquired large area of land in and around Jakkasandra Village, Begur Hobli, Bengaluru South Taluk for the purpose of formation of Koramangala Layout. Preliminary Notification bearing No.RHD.34.LTB.59 was issued on 26.11.1959 which was published in Mysore Gazette Pages 41 to 51, Part III (1)dated 28/01/1960. Subsequently, Final Notification bearing No.RD.3.LTB.65 was issued on 28/09/1965, which was published in the Mysore Gazette Pages 1755 to 1768, Part III(1) dated 07/10/1965. After taking possession of the lands on 13.12.1968, the CITB has formed the layout and allotted sites to various purchasers. The entire

Koramangala, along with its various Phases are fully developed with all infrastructure like roads, drainage system, electricity, etc., and residential and commercial buildings have come up in the layout, which are occupied by the respective allottees, and their successors-in-title. In the meantime, there was a transition from CITB to the Bengaluru Development Authority (BDA). Further, the BDA, routinely and from time to time, sells stray sites and corner sites that are owned, possessed and retained by it through auction. On 25.10.2024 BDA Issued an e-Notification bearing No.BDA/EM/e-Auction/T-05/2024-25 for Auction Sale of certain sites which includes a written statement schedule property. The plaint schedule property does not in any way match with the written statement schedule property, in description, extent or boundary and that property is adjacent to Property No.410, 100 feet Road, 4th Block, Koramangala, Bengaluru, on the Eastern side, wherein M/s Techno

Tronics Private Limited has its office, (hereinafter referred to as the "Company" for the sake of brevity). The son of the defendant by name Shri.Prabhu Chandran is the director of the company. The Company was interested in acquiring the written statement schedule property. It participated in the e-Auction held by BDA and became the successful bidder as informed by the BDA vide its e-Auction Advice Letter bearing No.BDA/FM/E-AUC/KM-48/7/2024-25 dated 28.11.2024. Subsequently, BDA has conveyed title in respect of the written statement schedule property to the Company by executing a Sale Deed dated 17.06.2025 and put the Company in possession of the same and Possession Certificate dated 07.07.2025 was also issued by the BDA.

3(b). The erstwhile CITB, presently BDA, has been in possession of the land bearing Sy.No.32/12 and 32/13 of Jakkasandra Village since the year 1968, and in possession of the written statement schedule property

since the time of formation of the layout in the same lands. Further, upon execution of the Sale Deed dated 17.06.2025, possession was delivered to the Company. After acquiring the written statement schedule property, the Company has secured its boundary by constructing a compound and thus the company has become the absolute owner of the written statement schedule property and it is in possession and enjoyment of the same. The plaintiff is well aware of the entire history of transactions in respect of the written statement schedule property, right from the stage of acquisition of the land bearing Sy.No.32/12 and Sy No.32/13 in the year 1959, formation of Koramangala Layout, and the e-Auction of the written statement schedule property to the Company. Upon perusal of the pleadings and the documents produced by the plaintiff, it can be made out that the plaintiff is claiming to have acquired a Site bearing No.11 situated in Sy.No.32/13 of Jakkasandra Village from Shri Kadirappa s/

o Vasanthappa and others whose lands were also acquired under the above-mentioned acquisition proceeding. Shri Kadirappa and others, and the plaintiff herein, have entered into a sham transaction by execution of the Sale Deed dated 07.01.1998 by assigning an imaginary Site No.11 though they were fully aware that the land was acquired in the year 1959 and that CITB (presently BDA) was in possession of the land. The land was acquired by CITB in the year 1959 under due process of law, upon which the rights of the erstwhile owners, if any, are extinguished and the title and possession vested with the CITB (presently BDA). Thus, the sale by the erstwhile landowner, after acquisition of land by CITB, is void and confers no right, title, or interest upon the plaintiff. Hence, it is evident that the plaintiff is neither the owner, nor is she in possession of the plaint schedule property and on this ground the suit is liable to be dismissed. Upon perusal of the photographs produced by the plaintiff, it

seems that the photograph is that of the written statement schedule property or the site adjacent to it. Thus, it is evident that the plaintiff is attempting to knock-off the written statement schedule property on the basis of a sham transaction. The Plaintiff has not produced the Conversion Order, Sanctioned Layout Plan, Khatha Certificate and Extract, the latest E-Aasthi, up to date Tax Paid Receipt and such other documents which are absolutely necessary to substantiate the claims of title and possession in respect of the plaint schedule property, and also to substantiate the claim of existence of the plaint schedule property. The plaintiff is claiming to be owner, and in possession of the non-existent plaint schedule property on the basis of a sham transaction. The plaintiff is not the owner and she is not in possession of the plaint schedule property. By admitting the fact that the plaint schedule property is fenced by another person, she is impliedly admitting that she is not in possession of the

plaint schedule property. Further, the Plaintiff has filed this suit for injunction on the basis of her alleged title over the same. The plaintiff has suppressed all of the above-narrated vital facts which hits the core of the plaintiffs claim of title in respect of the plaint schedule property. The alleged title of the plaintiff and the very existence of the plaint schedule property is under serious dispute. As already pointed out, the land was acquired by CITB in the year 1959 under due process of law, upon which the rights of the erstwhile owners, if any, are extinguished and the title and possession vested with the CITB (presently BDA). Thus, the sale by the erstwhile landowner after acquisition is void and confers no right, title, or interest upon the plaintiff. Hence, the plaintiff ought to have filed a comprehensive suit for declaration of her title and for possession. However, the plaintiff has limited her relief to an injunction, just to speculate at minimum cost. Thus, it is abundantly clear that the Plaintiff has filed this speculative

suit for injunction, deliberately avoiding to seek the relief of declaration of title and possession, with an intention of seeking illegal gratification from the auction purchaser of the property at minimum cost. In support of his defence, defendant also filed following documents.

1. Layout plan.
2. Copy of the e-Auction notification.
3. E-Auction advice letter dated 28.11.2024.
4. Copy of site confirmation letter dated 09.12.2024.
5. Copy of payment details.
6. Copy of auction Sale Deed dated 17.06.2025.
7. Photos.

Hence, the suit is liable to be dismissed on this ground. The Plaintiff is fully aware that M/s Techno Tronics Private Limited is the absolute owner of the written statement schedule property and that the said company is in possession of the same. The plaintiff has deliberately avoided impleading the said company in this case in order to avoid exposure of the facts narrated supra, which

renders the suit untenable, either in law or on facts. The Defendant herein has no personal interest in the alleged plaint schedule property or against BDA which sold and M/s Techno Tronics Private Limited written statement schedule property. Relief, if any, for the Plaintiff, which purchased, the written statement schedule property and they have direct and personal knowledge concerning the written statement schedule property. Thus, the suit is bad for misjoinder of parties and for non-joinder of necessary parties, and on this ground, the suit is liable to be dismissed. There is no cause of action to file this suit against the defendant. Therefore, the defendant prays to reject the application.

4. From the contents of the IA and counter parts filed by the parties the following points that arise for my consideration.

- 1.** Whether the plaintiff has made out a prima-facie for grant of temporary injunction as prayed in the I.A.No.I?

2. Whether the balance of convenience lies in favour of the plaintiff?
3. Whether the irreparable loss or injury caused to plaintiff?
4. What order?

5. Heard arguments. After hearing the arguments and after considering the available material on record my answer to the above points are:-

POINT NO.1 : In the **Negative**,

POINT NO.2 : In the **Negative**,

POINT NO.3 : In the **Negative**,

POINT.NO.4 : As per final order,
for the following:-

REASONS

6. **POINT NO.1 PRIMA-FACIE CASE:-** This suit is filed by the plaintiff praying that by way of mandatory injunction direct the defendant to remove illegal barbed wire fencing to the plaintiff's suit schedule property and for such other reliefs.

7. The plaintiff has filed I.A.No.I under Order XXXIX Rule 1 and 2 r/w Sec.151 of CPC, to pass an interim order of temporary injunction restraining the defendant, their servants and agents or any persons claiming through or under them either individually or collectively, not to interfere with plaintiff's peaceful possession and enjoyment of the suit schedule property, until the disposal of the suit.

8. The plaintiff states that she has filed the present suit for mandatory injunction against the defendant seeking injunctory relief in respect of the suit schedule property. She is the sole and absolute owner and she is in peaceful possession and enjoyment of the suit schedule property and she had purchased the suit schedule property from Sri.Kadirappa @ Kadariga S/o Late Vasanthappa and four others, under a registered sale deed dated 07.01.1998. Subsequent to the purchase of the suit schedule property as per the Sale Deed, her

vendors put her in to the possession and enjoying peaceful possession of the suit schedule property. Plaintiff being a senior citizen and due to her old age and residence at another location with his family, she could not visit suit schedule property regularly. On visiting the suit schedule property on 10.01.2025 she noticed that certain unknown people are illegally trying to trespass by putting barbed wire fencing to the suit schedule property. The plaintiff is in peaceful possession and enjoyment of the suit schedule property since the date of purchase on 07.01.1998 to till toady. She is a senior citizen and taking advantage of this situation, the defendant is trying to curtail plaintiff's legal possession by fencing the suit schedule property. The defendant is politically and financially very strong in the locality and thereby illegally trying to fencing to the suit schedule property. Therefore, prayed to allow the application.

9. On the other hand, the defendant has filed memo to adopt his written statement as objections to I.A.No.1 contending that his correct name and address is wrongly mentioned in the cause-title by the plaintiff. Hence, this Court may be pleased to direct the plaintiff to rectify the mistake by amending the cause-title. The averments made in the plaint are denied by the defendant as false and plaintiff is put to strict proof of her claim. The defendant submits that the erstwhile City Improvement Trust Board (CITB) had acquired large area of land in and around Jakkasandra Village, Begur Hobli, Bengaluru South Taluk for the purpose of formation of Koramangala Layout. Preliminary Notification bearing No.RHD.34.LTB.59 was issued on 26.11.1959 which was published in Mysore Gazette Pages 41 to 51, Part III (1)dated 28/01/1960. Subsequently, Final Notification bearing No.RD.3.LTB.65 was issued on 28/09/1965, which was published in the Mysore Gazette Pages 1755 to 1768,

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liable to be dismissed. There is no cause of action to file this suit against the defendant. Therefore, the defendant prays to reject the application.

10. On perusal of records, plaintiff filed her documents with respect to the plaint schedule property and the defendant in his written statement pleaded that his property is different and mentioned his schedule in the written statement schedule property. Therefore, when the defendant is seeking that both the properties are different and defendant has filed his documents with respect to the written statement schedule property, with respect to the different properties and is the point has to be decided on the full pledged trial. As such, at this stage prima facie case is not made out by the plaintiff to grant injunction order. Hence, I answer point No.1 in the **Negative**.

11. POINT Nos.2 & 3 – BALANCE OF CONVENIENCE & IRREPARABLE LOSS:- When the

prima facie case itself is not made out by the plaintiff balance of convenience and irreparable loss does not lie in favour of the plaintiff. Hence, I answer **Point Nos.2 & 3** in the **Negative**.

12. POINT No.4:- For the foregoing reasons, I proceed to pass the following:-

ORDER

I.A.No.1 filed by the plaintiff under
Order XXXIX Rule 1 and 2 r/w Sec.151
of CPC is hereby rejected.

(Dictated to the Stenographer-III on computer, typed by her, corrected and pronounced by me in open Court on this **8th day of December, 2025**).

(NISHARANI A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.