

**IN THE COURT OF V ADDITIONAL CITY CIVIL AND  
SESSIONS JUDGE AT BENGALURU**

Dated this the 26<sup>th</sup> day of March 2026

Present : **SRI.VEDAMOORTHY B.S.**, B.A.(L)., LL.B.,  
XXXI Addl. City Civil & Sessions Judge, Bengaluru (CCH-14)  
C/c V Addl. City Civil & Sessions Judge, Bengaluru (CCH-13)

**O.S.No.2960/2025**

**PLAINTIFF** : Mr.Mohammed Abbulla,  
Aged about 38 years,  
S/o A.Basha,  
Residing at No.13/A,  
Infant Jesus Tower, 1<sup>st</sup> Floor,  
F-1, 5<sup>th</sup> C Main,  
Opp to Rajakumar Park,  
Kammanahalli,  
St. Thomas Town Park,  
Bangalore – 560 084.

V/s

**DEFENDANTS** : 1. Mrs.Mareena Sushmita J.,  
W/o Sylvester Pinto,  
Aged about 37 years,  
Residing at No.99, 10<sup>th</sup> Main,  
8<sup>th</sup> Cross, Nandhanam Colony,  
Horamavu, Bangalore – 43.

2. Mr.E.Srinivasan,  
Aged about 56 years,  
S/o Late Ethiraj,  
Residing at No.43, 1<sup>st</sup> Floor,  
2<sup>nd</sup> Cross, Kullappa Circle,  
Kammanahalli,  
Bengaluru – 84.

3. Mr.S.Damodaran,  
Aged about 50 years,  
S/o Late Saragunam,  
No.18, 2<sup>nd</sup> H Cross,  
Kammanahalli,  
Bengaluru – 84.
4. Mr.Sylvester Pinto,  
Aged about 39 years,  
Residing at No.99,  
10<sup>th</sup> Main, 8<sup>th</sup> Cross,  
Nandhanam Colony,  
Horamavu,  
Bangalore – 43.

|      |                                                                |                                                          |
|------|----------------------------------------------------------------|----------------------------------------------------------|
| i.   | Provision under which the application is filed                 | Order XXXIX Rule 1 and 2 of the Code of Civil Procedure. |
| ii.  | Reliefs sought for                                             | Temporary Injunction                                     |
| iii. | The date on which the application is filed                     | 22.04.2025                                               |
| iv.  | Number of the application                                      | I.A.No.I                                                 |
| v.   | The date on which the objection is filed                       | 27.11.2025                                               |
| vi.  | The date on which the order was passed on the said application | 26.03.2026                                               |

### **ORDERS ON I.A.No.I**

The plaintiff has filed I.A.No.I under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure seeking an order of temporary injunction restraining the defendants either by themselves or through their agents, power of

attorney holders, legal heirs, etc., from interfering with the plaintiff's suit schedule 'B' property until disposal of the suit.

2. In the affidavit to file by the plaintiff in support of I.A.No.I, he has stated that he is in lawful possession of the suit schedule 'B' properties as its absolute owner. The defendants without having any right are recently started with interfering with his possession and enjoyment of suit schedule 'B' property. They are making illegal attempts to dispossess the plaintiff by using threat, intimidation and external influence. The plaintiff approached the concerned jurisdictional Police Station. But, no proper action has been taken and he was advised to approach the civil Court for appropriate remedy. Therefore, the plaintiff has filed the present suit and IA.No.I.

3. After due service of summons to the defendants, they have appeared before this Court through their learned Counsel. Among the defendants, defendant No.1 and 4 have filed their written statement and the objections to the

I.A.No.I. In the statement of objections filed by defendants No.1 and 4 to I.A.No.I, they have contended that I.A.No.I is not maintainable either in law or on facts. The plaintiff has not come with clean hands before this Court. He has suppressed the real fact that he is not in possession of the suit schedule 'B' property. He has obtained the interim order by misleading this Court that he is in possession of the suit schedule 'B' property. The defendants never caused any interference to the suit schedule 'B' property at any point of time. The present suit is an outcome of O.S.No.1823/2025 filed by the 1<sup>st</sup> defendant against the vendor of the plaintiff. To harass the defendants, the present suit is filed. The balance of convenience lies in favour of defendants No.2 and 4. The possession of the suit schedule 'B' property is with defendants No.2 and 3. Hence, prayed to dismiss the I.A.No.I.

4. Heard the arguments of the learned Counsels for the plaintiff and the defendants on I.A.No.I. Perused the materials available on record.

5. The following points that have been arisen for my consideration:

1. *Whether the plaintiff has made out prima-facie case ?*
2. *Whether the balance of convenience lies in his favour ?*
3. *Whether the irreparable loss and injury will be caused to the plaintiff if the orders of temporary injunction is not granted as prayed in I.A.No.I ?*
4. *What order ?*

6. My answers to the above points are as follows:

- |            |   |                                       |
|------------|---|---------------------------------------|
| Point No.1 | : | In the Affirmative,                   |
| Point No.2 | : | In the Affirmative                    |
| Point No.3 | : | In the Affirmative,                   |
| Point No.4 | : | As per final Order for the following: |

### **REASONS**

7. **POINTS No.1 TO 3** :- The findings on these points are inter-related. Therefore, they are taken together for consideration.

The plaintiff has filed this suit against the defendants for permanent injunction restraining the defendants, their men, agents, servants or any persons claiming through or under them from interfering with the plaintiff's peaceful possession and enjoyment of the 'B' schedule property and cost of the suit.

8. The suit schedule 'B' property is 2 BHK residential flat in the second floor of the building constructed on the suit schedule 'A' property having 750 Sq. feet super built up area together with 229.53 Sq. feet, share, right, title and interest in the suit schedule 'A' property together with right in all common area and amenities.

9. The specific case of the plaintiff is that he is the absolute owner in the suit possession and enjoyment of the suit schedule 'B' property. He purchase the suit schedule 'B' property through registered Sale Deed dated 13.02.2025. There are ground plus 3 floor structure in the suit schedule 'A' property. Among them, the ground floor was sold to the 2<sup>nd</sup> defendant and the 3<sup>rd</sup> floor was sold to

the 3<sup>rd</sup> defendant. Both the sale deeds were attested by the 1<sup>st</sup> defendant who is the daughter of the vendor of the plaintiff and the 4<sup>th</sup> defendant who is the son-in-law of the vendor of the plaintiff. At the time of the execution of the above sale deeds, the 1<sup>st</sup> and the 2<sup>nd</sup> floors were leased to defendants No.2 and 3 under registered Lease Deed dated 04.02.2022 for a lease consideration amount of Rs.25.00 lakhs. Defendants No.1 and 4 have attested as witnesses to the said lease deed also. Upon expiry of the lease term, the vendor of the plaintiff repaid the entire lease amount to defendants No.2 and 3. A registered Surrendered and Cancellation Deed was executed on 01.02.2025. Defendants No.2 and 3 have accepted the refund and also settled with their subtenants. One of the subtenants by name Alex who was occupying a portion of the 2<sup>nd</sup> floor has voluntarily handed over a set of keys to the plaintiff after sale was confirming. A few articles of the subtenants were remained in the suit schedule 'B' property. On their request, the plaintiff granted them limited time to remove the same. No rights were conferred on the subtenants in

dong so. The defendants have no right, title and interest in the suit schedule 'B' property. However, they are attempting to unlawfully interfere with the plaintiff's peaceful possession. The 1<sup>st</sup> defendant colluding with the other defendants has filed a false suit for partition in O.S.No.1823/2025 before this Court. On 18.04.2025, the defendants began to threaten the plaintiff with filthy language, mental harassment by using muscle power and police influence. One Rangappa, the Sub-Inspector of Banaswadi Police Station added with the defendants in their illegal activities. The plaintiff lodged the Police complaint at Banaswadi Police Station on the same day. However, the Police have refused to register the case against the defendants stating that the matter is civil in nature and advised the plaintiff to seek remedy from the civil Court. This made the plaintiff to file the present suit.

10. In support of the above pleadings the plaintiff has produced the originals of the Sale Deed dated 13.02.2025 executed by Smt.Amala Mery T. in favour of the plaintiff,



the Encumbrance Certificate, copy of the Sale Deed dated 06.08.2005 executed by A.Chinnappa represented his GPA Holder M.Joseph in favour of Smt.Amala Mary T. in respect of the suit schedule 'A' property, original Surrender of Lease Deed dated 01.02.2025 executed between Smt.Amala Mary T. and defendants No.2 and 3, copies of the Sale Deeds dated 03.02.2022 executed by Smt.Amala Mary T. in favour of defendants No.2 and 3.

11. Defendants No.1 and 4 in their written statement have expressed their ignorance with regard to the sale transaction dated 13.02.2025 under which the plaintiff purchased the suit schedule 'B' property; upon the expiry of the lease terms, the vendor of the plaintiff repaid the entire lease amount to defendants No.2 and 3; a registered Surrender and Cancellation Deed was executed and settled with their subtenants. The other plaint averments are denied as false. Their defences are that the suit schedule 'A' property was developed by the mother of 1<sup>st</sup> defendant out of the earned money of the 1<sup>st</sup> defendant. She has

contributed the maximum cost of construction out of her savings and it is not the vendor of the plaintiff who has alone developed the suit schedule 'A' property. At the time of using the 1<sup>st</sup> defendant's hard earned savings, the vendor of the plaintiff i.e., the mother of the 1<sup>st</sup> defendant had promised to give the ground floor and 2<sup>nd</sup> floor to the 1<sup>st</sup> defendant for the contributions she has made towards the construction and also as her share of the property since the said property was originally purchased by the father of 1<sup>st</sup> defendant through the Power of Attorney executed in his favour by A.Chinappa through General Power of Attorney dated 07.09.1984. The tenants have not handed over the vacant possession of the suit schedule 'B' property to the plaintiff as on the date of the suit. He has taken possession of the suit schedule property only after he has obtained the temporary injunction order from this Court by misleading this Court. The defendants never interfered at any point of time. The present suit is only the outcome of the suit in O.S.No.1823/2025 filed by the 1<sup>st</sup> defendant. Hence, prayed to dismiss the suit.

12. In support of the above pleadings, the defendants have not produced any documents at this stage.

13. On perusal of the above pleadings of both parties and the documents produced by the plaintiff at this stage of the proceedings, it appears that the defendants are not disputing the execution of the Sale Deed dated 13.02.2025 by Smt.Amala Merry T. in favour of the plaintiff under which the plaintiff acquired the suit schedule 'B' property and the execution of the Surrender and Cancellation Deed dated 01.02.2025 between Smt.Amala Mary T. and defendants no.2 and 3. The conduct of the 2<sup>nd</sup> defendant to be appreciated at this stage that though, he is an executant of of the Surrender and Cancellation Deed dated 01.02.2025, he has expressed his ignorance with regard to the execution of the said document without admitting or denying it. The plaintiff has produced the originals of the Sale Deed executed by Amala Merry T. in his favour in respect of the suit schedule 'B' property and also the Surrender and Cancellation Deed dated 01.02.2025. It

further appears that defendants No.2 and 3 are the owners of the flats in the 1<sup>st</sup> and 3<sup>rd</sup> floor and not the 2<sup>nd</sup> floor. It also appears that the lease hold rights of defendants No.2 and 3 in respect of the suit schedule B property has already been handed over by them to Smt.Amala Merry T. through the Surrender and Cancellation Deed dated 01.02.2025. Therefore, at this stage of the proceedings, there is no merits in the contention of defendants No.1 and 2 that defendants No.2 and 3 are in possession of the suit schedule 'B' property. The claim of the 1<sup>st</sup> defendant is not based on any documents. Her right in the suit schedule property has to be tried during trial. Defendants No.3 and 4 are not claiming any kind of right or possession over the suit schedule property. Such being the circumstances, prima-facie, the defendants have no right to interfere with the possession of the plaintiff on the suit schedule property. Therefore, at this stage of the proceedings, the plaintiff has made out prima-facie case.

14. When the defendants have no right to interfere with the possession of the plaintiff on the suit schedule property as stated above, if they have interfered, it will be more inconvenient to the plaintiff. Therefore, the balance of convenience lies in favour of the plaintiff and injury and hardship will also be caused to the plaintiff if the order of temporary injunction is not granted as prayed in I.A.No.I. Hence, I answer **Points No.1 to 3 in the Affirmative.**

15. **POINT No.4** :- In view of the findings of Points No.1 to 3, I.A.No.I filed by the plaintiffs is liable to be allowed as prayed. In the result, I proceed to pass the following :

### **ORDERS**

I.A.No.I filed by the plaintiff under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure is hereby allowed.

The defendants, their agents, power of attorney holders, legal heirs, etc., are hereby restrained by way of temporary injunction from interfering with the plaintiff's suit schedule 'B' property until disposal of the suit.

No order as to cost.

(Typed by the stenographer in the Court computer on my direct dictation, printout taken, corrected and then pronounced by me in the open court today on this the 26<sup>th</sup> day of March 2026).

**(VEDAMOORTHY B.S.)**

XXXI Addl. City Civil & Sessions Judge,  
Bengaluru.

C/c V Addl. City Civil & Sessions Judge,  
Bengaluru.