

KABC010292022025



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

DATED: THIS THE 25th DAY OF APRIL, 2026.

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

O.S.No.7952/2025

PLAINTIFF: **Sri.H.B.Rudresh**
 S/o Sri.J.H.Basavarajappa,
 Aged about 49 years,
 Advocate by Profession,
 R/at No.6, North, Okalipuram,
 Bengaluru – 560 021.

(By Sri.Ravi H.K, Advocate)

V/s

DEFENDANT: **Sri.G.V.Ganesh Rao**
 S/o Late G.Vamana Murthy,
 Aged about 63 years,
 R/at No.26/3, Flat No.112,
 Vasundara Krishnashreya Apartment,
 1st Cross, 2nd State, Near
 Srigandhadakavalu, RHCN Layout,
 Nagarabhavi, Bengaluru – 560 091.

(By Sri.S.R., Advocate)

PARTIES TO I.A.NO.1

APPLICANT: Sri.H.B.Rudresh
S/o Sri.J.H.Basavarajappa,
Aged about 49 years,
Advocate by Profession,
R/at No.6, North, Okalipuram,
Bengaluru – 560 021.

(By Sri.Ravi H.K, Advocate)

V/s

OPPONENT: Sri.G.V.Ganesh Rao
S/o Late G.Vamana Murthy,
Aged about 63 years,
R/at No.26/3, Flat No.112,
Vasundara Krishnashreya Apartment,
1st Cross, 2nd State, Near
Srigandhadakavalu, RHCN Layout,
Nagarabhavi, Bengaluru – 560 091.

(By Sri.S.R., 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, for the relief of ad-interim order of temporary injunction restraining the defendant and his agents, servants or any other persons claiming under defendant either from alienating, encumbering, leasing,

rental agreement, mortgaging or creating charges over the suit schedule 'B' and 'C' properties, pending disposal of the suit.

2. In support of the application, the plaintiff has sworn to an accompanying affidavit stating that the defendant is the absolute owner of schedule 'A to C' properties, having purchased the same under a registered absolute sale deed dated 27.06.2019. The defendant acquired ownership under a Registered Sale Deed dated 27.06.2019. On 29.11.2023, the defendant entered into a Registered Agreement of Sale, agreeing to sell the schedule 'B' and 'C' properties in favour of the plaintiff for a total sale consideration of Rs.45,00,000/- for want of funds to clear some of his debts and to meet his family legal necessities. That in part performance of the said agreement, the plaintiff initially paid a sum of Rs.8,00,000/- in the following manner;

(I) Rs.4,00,000/- through Account Transfer from plaintiff's account No.64167117832, SBI Cauvery Bhavan Branch, Bengaluru to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru and

(ii) Rs.4,00,000/- by way of cash;
as advance/part sale consideration on the date of registered Sale Agreement, which defendant duly acknowledged. The balance consideration of Rs.37,00,000/- was agreed to be paid on or before execution of registered sale deed within 11 months from the date of the Registered sale Agreement dated 29.11.2023. However, subsequently, at defendant's requests and continuous demand for the defendant wife medical treatment as she was suffering from kidney, liver problem and other multiple organs failure, then the plaintiff has further paid a sum of Rs.28,50,000/- by way of various payments to him and his wife, which defendant and his

wife Smt.Malani have duly acknowledged. The details of payments made are as follows:-

(i) *Rs.2,00,000/- through online transfer to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru.*

(ii) *Rs.25,000/- via Kotak Mahindra Bank UTR No.414716828576 on 26.05.2024 to defendant's wife Smt.Malani.*

(iii) *Rs.75,000/-via Kotak Mahindra Bank UTR No.414927172457 on 28.05.2024 to defendant's wife Smt.Malani.*

(iv) *Rs.50,000/- via Kotak Mahindra Bank UTR No.415293997021 on 31.05.2024 to defendant's wife Smt.Malani.*

(v) *Rs.5,00,000/- via RTGS No.KSCBH24156120030, DCC Bank, Aijampura Branch on 04.06.2024.*

(vi) *Rs.2,00,000/- via RTGS No.KKBKR52024061000897558, Kotak Mahindra Bank, to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru on 10.06.2024.*

vii) Rs.5,00,000/- via RTGS No.KKBKR52024061100769272, Kotak Mahindra Bank, to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru on 11.06.2024.

(viii) Rs.1,00,000/- through online transfer to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru on 13.06.2024.

(ix) Rs.75,000/- via PhonePe UTR No.417755133826 on 25.06.2024 to defendant's wife Smt.Malani.

(x) Rs.25,000/- via PhonePe UTR No.417711439317 on 25.06.2024 to defendant's wife Smt.Malani.

(xi) Rs.6,00,000/- via RTGS No.KKBKR52024061000897558, Kotak Mahindra Bank, to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru on 11.11.2024.

(xii) Rs.99,000/- via PhonePe UTR No.415214805688 to defendant on 13.11.2024.

(xiii) Rs.3,00,000/- via RTGS No.KKBKR52024061000897558, Kotak Mahindra Bank, to defendant's Account No.54031417959, SBI, Rajajinagar 4th Block Branch, Bengaluru on 15.11.2024.

(xiv) Rs.99,000/- via PhonePe UTR No.116306594402 to defendant on 09.12.2024.

Thus, in all, plaintiff has paid a sum of Rs.36,50,000/- (Rupees thirty-six lakhs fifty thousand only) towards the agreed part sale consideration. That in furtherance of defendant's commitment under the Agreement and as proof of his unequivocal assurance to sell the schedule 'B' and 'C' properties to the plaintiff, the defendant handed over the original title documents of the schedule 'A' property, including:

(i) *Registered Sale Deed dated 27.06.2019 bearing No.2813/2019-20 executed in favour of the defendant and registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru,*

(ii) *BBMP Khata Certificate and Khata Extract dated 24.02.2020 issued by the Assistant Revenue Officer, Rajarajeshwarinagar Sub-Division, BBMP,*

(iii) *Latest Tax Paid Receipts, and*

(iv) *Other connected and ancillary documents relating to title, taxes, and revenue records.*

(v) And Recent E-Katha dated 19.12.2024.

These documents remain in the custody of plaintiff, thereby reinforcing defendant's binding obligation to complete the sale transaction in favour of the plaintiff. Ever since the execution of the said Agreement, the plaintiff has been ready and willing, with necessary funds at his disposal, to perform his part of the contract by paying the balance sale consideration and getting the registered Sale Deed executed in respect of the schedule 'B' and 'C' properties in his favour. The plaintiff has made repeated requests, reminders, and follow-ups for the defendant' to complete the transaction. However, the defendant has been deliberately evading the execution of the Sale Deed by giving one or the other reasons and assuring the plaintiff of performing his part of the contract. One such reason put forth by the defendant was the requirement of securing E-Khata in respect of the property. The plaintiff has reliably learnt that defendant has obtained the E-

Khata. Even after obtaining the said E-Khata, the defendant has continued to evade his obligations, without any lawful justification. Believing his words and assurances, all this while the plaintiff has patiently waited with a fond hope that he would come forward and execute registered sale deed in respect of the schedule 'B' and 'C' properties by receiving the balance sale consideration. However, the same has been of no avail. The plaintiff, therefore, got issued a legal notice dated 16.10.2025 calling upon the defendant to execute the register Sale Deed in respect of the schedule 'B' and 'C' properties within 15 days of receipt of the notice by receiving the balance consideration. However, the same is returned with endorsement 'unclaimed and return to sender' although the address was correct and sufficient, the plaintiff suspects mischief by the defendant in getting the notice returned as unclaimed dated 21.10.2025. The defendant's conduct clearly shows mala-fide intent. Despite receiving

substantial sale consideration and delivering the title documents, the defendant has failed to perform his reciprocal promises and now, with ulterior motives, is making attempts to alienate, lease, mortgage or encumber the property to defeat the legitimate rights of the plaintiff in the schedule 'B' and 'C' properties. The plaintiff has performed all his obligations under the contract, whereas the defendant has failed to perform his part of the contract. The plaintiff has always been ready and willing to get the registered sale deed executed in his favour by paying the balance sale consideration with necessary funds at his disposal. The defendant's default has caused the plaintiff serious financial loss, undue hardship, and mental agony, as the plaintiff had arranged substantial funds and remained under a bona fide expectation that the sale would be completed. The plaintiff has acted throughout in good faith, whereas the defendant has acted dishonestly and in breach of contract. the defendant failed to keep up

his words assurances and failed to execute the registered sale deed in plaintiff's favour. The plaintiff feels betrayed and have has lost hopes of the defendant coming forward to execute the registered sale deed in favour of the plaintiff. Hence, having no other alternative remedy, the plaintiff has approached this Court. The cause of action for this suit arose on 29.11.2023 when the agreement of sale was entered into between the plaintiff and the defendant, on each date of subsequent payments made by the plaintiff, on 16.10.2025 when the plaintiff got notice issued to the defendant and the same is returned with a endorsement of unclaimed return to sender, and on all subsequent dates when the defendant failed to perform his obligations. The plaintiff has made out a prima facie case and the balance of convenience lies in her favour. Therefore, prays to allow the application.

3. On the other hand, the defendant has filed memo to adopt his written statement as his objections to I.A.No.1

contending that the suit filed by the plaintiff is false, vexatious, misconceived and not maintainable either in law or on facts and is liable to be dismissed in limine. The plaintiff has approached this Court with unclean hands by suppressing the true facts and circumstances, particularly the fact that the alleged Agreement of Sale dated 29.11.2023 was executed only as security for repayment of a hand loan and never intended to be acted upon as a genuine agreement for sale. The defendant submits that he is the absolute owner and in possession of Apartment No.112, consisting of two bedrooms and measuring 1150 square feet of super built-up area, situated on the Ground Floor in the residential apartment building known as "Vasundara Krishnashreya", constructed on the Schedule property, together with the right to park one car in the covered parking area at the stilt floor, along with proportionate rights in all common areas, facilities and amenities attached thereto, and 473 square feet of

undivided share, right, title and interest in the land bearing Schedule 'A' property, which is more fully described in the Schedule hereunder and hereinafter referred to as the "Schedule Property." His wife Smt.Malini J.M. was suffering from serious ailments including cancer and kidney related complications, and her health condition had deteriorated considerably. Due to her prolonged illness, she required continuous medical treatment and care. During this period, one Divya, who was the neighbour of the defendant, used to assist the defendant by providing food and other assistance in taking care of his ailing wife. In view of the defendant's financial distress and inability to meet the mounting medical expenses of his wife, the said Divya suggested that she would introduce the plaintiff to the defendant so that the plaintiff could provide financial assistance. Pursuant to such introduction, the plaintiff met the defendant and was informed about the serious medical condition of the defendant's wife and the urgent

requirement of funds to meet her medical expenses. The defendant requested the plaintiff to lend a hand loan of Rs.8,00,000/-. The plaintiff agreed to lend the said amount but insisted that the defendant execute a nominal registered Sale Agreement in respect of the schedule property as security for repayment of the loan, and further demanded interest at the rate of 8% per month. Due to the urgent need of funds for the medical treatment of his wife and the financial crisis faced by him, the defendant was constrained to execute a Registered Sale Agreement dated 29.11.2023, in favour of the plaintiff purely as a security for repayment of the loan amount and not with the intention of selling the schedule property. The said Sale Agreement recites the total sale consideration Rs.45,00,000/-, the actual market value of the schedule property at that time was more than Rs.90,00,000/-. When the defendant questioned the plaintiff regarding the mention of such sale consideration in the document, the

plaintiff assured the defendant that the document was being executed only as a security for the loan transaction and that the recital of sale consideration was merely formal and also intended to reduce stamp duty implications. At the time of execution of the said Sale Agreement, the plaintiff paid Rs.4,00,000/- by way of cheque, while the balance amount of Rs.4,00,000/- mentioned as cash was not paid on the same day. The plaintiff subsequently transferred the said balance amount through online transfer, thereby making a total loan amount of Rs.8,00,000/- received by the defendant from the plaintiff. The defendant further submits that after receiving the said loan amount, he had been paying interest to the plaintiff for about eight months in cash. However, due to the deteriorating health condition of his wife and the increasing medical expenses incurred towards her treatment, the defendant was unable to continue paying such interest. During this period, as the defendant required additional

funds for the medical treatment of his wife, he approached the plaintiff again seeking further financial assistance. Upon such request, the plaintiff enquired whether the defendant or his wife owned any other property which could be offered as security. The defendant informed the plaintiff that his wife was the owner of Flat No.709 situated at Koramangala, Bengaluru. The defendant requested the plaintiff to provide further financial assistance by way of mortgage of the said property. The plaintiff agreed to advance a sum of Rs.30,00,000/-, but instead of executing a mortgage deed, the plaintiff, taking undue advantage of the defendant's vulnerable situation and financial distress, caused the execution of a Sale Deed dated 11.03.2025 in favour of his father Sri.J.H.Basavarajappa, grossly undervaluing the property by mentioning the sale consideration as Rs.30,00,000/-, though the actual market value of the property was much higher. The defendant submits that due to the serious medical condition of his

wife and the urgent need to take care of her treatment, he was unable to notice and object to the said act at that time. The medical condition of his wife continued to deteriorate and despite incurring substantial expenditure towards her treatment, she unfortunately expired on 19.08.2025. The defendant had spent considerable amounts towards her treatment but was unable to save her life, which left him under severe financial and emotional distress. Thereafter, he, along with the said Divya, approached the plaintiff and informed him about the demise of his wife and expressed his financial difficulties. The defendant also expressed his readiness and willingness to repay the principal loan amount of Rs.8,00,000/- and requested the plaintiff to come forward to cancel the Sale Agreement dated 29.11.2023. However, the plaintiff refused to cancel the said agreement and instead demanded an exorbitant amount of Rs.20,00,000/- from the defendant, which the defendant was not in a position to pay. The plaintiff also

abused the defendant in foul language and threatened that unless the defendant paid the said amount, he would forcibly get the schedule property registered in his favour with the assistance of police authorities and antisocial elements. He was always ready and willing to repay the principal loan amount of Rs.8,00,000/-, but the plaintiff demanded an exorbitant and illegal amount which the defendant was unable to pay. The plaintiff was fully aware of the financial hardship and vulnerable condition of the defendant, and taking undue advantage of the same, the plaintiff has hatched a conspiracy to unlawfully knock off the valuable property of the defendant. The defendant reiterates that he never intended to sell the schedule property to the plaintiff at any point of time and that the Sale Agreement dated 29.11.2023 was executed purely as a security for the loan transaction. The defendant is ready and willing to repay the principal loan amount of Rs.8,00,000/- and calls upon the plaintiff to come forward

for cancellation of the said Sale Agreement. He had earlier caused issuance of a legal notice dated 25.09.2025 calling upon the plaintiff to come forward for cancellation of the Registered Sale Agreement dated 29.11.2023, in respect of the schedule property. Despite service of the said notice, the plaintiff neither replied to the same nor complied with the lawful demand made therein. The said agreement was never intended to operate as an absolute agreement of sale but was executed only as a collateral security for repayment of a hand loan. Subsequent to issuance of the aforesaid notice, the plaintiff, along with certain rowdy elements and antisocial persons, unlawfully approached the Defendant and by resorting to coercion, threats and intimidation forcibly recovered the entire principal loan amount of Rs.8,00,000/- from the defendant on 04.10.2025. Such conduct on the part of the plaintiff is wholly illegal, arbitrary and contrary to law and amounts to criminal intimidation and unlawful recovery. Despite having

forcibly recovered the entire principal loan amount, the plaintiff has deliberately failed, refused and neglected to execute the cancellation of the Registered Sale Agreement dated 29.11.2023. The said document was executed only as a security instrument in respect of the loan transaction of Rs.8,00,000/- and not with the intention of transferring title or ownership in the schedule property. It is further submitted that the prevailing market value of the Schedule Property at the time of execution of the said document was more than Rs.50,00,000/-, and therefore no prudent person would agree to sell such a valuable property for a grossly inadequate consideration as mentioned in the document. In view of the full repayment and recovery of the entire loan amount by the plaintiff, there remains no subsisting liability or justification for the plaintiff to retain or continue the said Sale Agreement in force. The continued refusal of the plaintiff to execute the cancellation deed is illegal, arbitrary and amounts to misuse of the said

registered document with an intention to unlawfully claim rights over the valuable property of the defendant. Hence, the plaintiff is not entitled to seek any equitable relief including the relief of specific performance before this Court. Even after forcibly recovering the entire principal loan amount of Rs.8,00,000/ from the defendant on 04.10.2025, the plaintiff deliberately failed, refused and neglected to execute the Cancellation Deed of the Registered Sale Agreement dated 29.11.2023. Despite full recovery of the said loan amount and repeated requests made by the defendant to cancel the said agreement, the plaintiff did not take any steps to execute the cancellation deed. Consequently, the defendant was constrained to issue a final legal notice dated 02.02.2026 calling upon the plaintiff to execute the cancellation of the said agreement. However, the plaintiff has failed to comply with the said notice and has instead filed the present suit with an ulterior motive to misuse the said document and unlawfully claim

rights over the schedule property, which conduct clearly demonstrates the malafide intention of the plaintiff. Subsequent to the cancellation of the alleged Agreement of Sale, the defendant, being the absolute owner of the schedule property, has lawfully alienated the same in favour of Sri.H.Nagaraja, S/o Hanumappa, aged about 42 years, residing at Giranahalli Village, Kembodi Post, Huttur Hobli, Kolar Taluk and District, by executing a registered Sale Deed dated 19.12.2025 for valuable sale consideration. The said Sale Deed has been duly registered in the office of the Sub-Registrar, Yeshwanthapura, Bengaluru as Document No. YPR-1-05066/2025-26, and pursuant to the said transaction the purchaser has acquired valid right, title and interest over the schedule property. The said transfer was effected in accordance with law and for valuable consideration, and the defendant is no longer the owner of the schedule property. In view of the said subsequent registered transfer

in favour of a third party purchaser, the relief of specific performance sought by the plaintiff has become legally untenable, infructuous and incapable of enforcement, as the property has already been conveyed to a bona fide purchaser. Hence, the present suit filed by the plaintiff is not maintainable either in law or on facts and is liable to be dismissed with costs. The allegations made in the affidavit denied by the defendant as false and incorrect. The plaintiff is put to strict proof of the said allegations. The alleged Registered Agreement dated 29.11.2023 relied upon by plaintiff was never intended to operate as an Agreements Sale, but was executed only as a collateral security respect of a hand loan transaction of Rs.8,00,000/- obtained by the defendant during a period of extreme financial distress caused due to the serious medical condition of his wife. The plaintiff has deliberately misrepresented the said document as an agreement for sale and has filed the present suit with an ulterior motive to

unlawfully claim rights over the schedule property. The defendant submits that the said loan amount has already been recovered by the plaintiff, and therefore the very basis of the alleged transaction no longer subsists. After cancellation of the alleged agreement and in view of the conduct of the plaintiff, the defendant, being the absolute owner of the schedule property, has lawfully sold the said property in favour of Sri.H.Nagaraja under a registered Sale Deed dated 19.12.2025 for valuable consideration. Consequently, the defendant is no longer the owner of the schedule property and therefore, the relief of specific performance sought by the plaintiff has become legally untenable, infructuous and incapable of enforcement. The plaintiff has approached this Court by suppressing material facts and by mischaracterizing a loan transaction as a sale agreement, which clearly demonstrates lack of bona fides. Specific performance being an equitable relief, the plaintiff who has not approached the Court with clean hands is not

entitled to such relief. Therefore, 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.1?
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 against the defendant for specific performance of the registered Agreement of Sale dated 29.11.2023 bearing No.VJN-1-06793-2023-24, directing the defendant to execute a registered absolute sale deed in respect of the schedule 'B' and 'C' properties in favour of the plaintiff by receiving the balance sale consideration of Rs.8,50,000/- and to deliver vacant physical possession thereof to the plaintiff and 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, for the relief of ad-interim order of temporary injunction restraining the defendant and his agents, servants or any other persons claiming under defendant either from alienating, encumbering, leasing, rental agreement, mortgaging or creating charges over the suit schedule 'B' and 'C' properties, pending disposal of the suit.

8. The plaintiff has filed this I.A. for the reasons annexed in the affidavit.

9. The defendant has seriously objected the same by reiterating the written statement averments and denied the allegations made against him and prays to dismiss the application with costs.

10. The plaintiff alleged that the defendant is the absolute owner of the suit schedule properties for the undivided share measuring 25.83 guntas (equivalent to 28.138 sq.ft) arrayed as schedule 'A' property having purchased by him by virtue of registered Sale Deed dated 27.06.2019. Schedule 'B' is the undivided share of site carved out of schedule 'A' property, measuring 473 sq.ft. Schedule 'C' is the piece and parcel of the apartment and the description of the property is 1150 sq.ft. super built up area situated on the ground floor in the residential apartment building known as "Vasundra Krishnashreya" to

be built/ constructed on suit 'A' schedule property carved out of 'A' schedule land includes parking slot at the stilt floor, the details of the property also explained by the plaintiff herein.

11. Then the case of the plaintiff is that defendant entered into a registered sale agreement with respect to schedule 'B' and 'C' plaint schedule properties for total sale consideration on amount of Rs.45 Lakhs among the total sale consideration amount of Rs.8,00,000/- paid through on 29.11.2023 through bank account and RS.4,00,000/- by way of cash and remaining total sum of Rs.37,00,000/- the plaintiff is ready to pay on or before execution of Sale Deed within 11 months from the registered sale agreement dated 29.11.2023. Insipite of repeated requests he has not executed Sale Deed after receiving the sale agreement, therefore, this suit by the plaintiff.

12. In support of his plea, the learned counsel for the plaintiff has also relied on the following decision:-

2025(4) AKR 59 (H.M.Ramachandra V/s. J.A.Gopala Gowda.

The case on hand is for specific performance of contract, and in the above said Judgment Hon'ble High Court of Karnataka, Bengaluru had observed about the protection under Sec.53A of T.P.Act. But herein the case on hand, the plaintiff is seeking for specific performance of contract, no doubt it is a registered agreement, but without possession. Therefore, the ratio laid down in the above said decision cannot be applicable to this case.

13. The defendant on the other hand had admits that he has received sum of Rs.8,00,000/- in para No.5 of the written statement, but states that not for the sale of the property he has got some health issues. In para No.8 of his written statement alleges that the plaintiff by utilizing the vulnerable situation and financial distress of the

defendant by under caused a execution of a Sale Deed dated 11.03.2025 in favour of his father Sri.J.H.Basavarajappa. But in para No.13 of written statement, the defendant has also issued notice on 25.09.2025 calling upon the plaintiff, but he has not turned up. At the initial stage, this Court has inclined to grant an order of injunction against the defendant. The suit was instituted on 12.11.2025, the agreement to sale executed by defendant in favour of proposed defendant on 05.01.2023 and executed a registered Sale Deed in favour of proposed defendant No.2 on 19.12.2025. The plaintiff was alleged that he was ready and willing to perform his part of contract and inspite of repeated requests the defendant himself has not came forward to execute the Sale Deed in favour of plaintiff. Besides, the defendant in para No.8 alleges against the plaintiff that by utilizing the vulnerable condition and financial stress, the plaintiff utilized and made defendant to execute Sale Deed in

favour of plaintiff's father. The document of Sale Deed produced by the proposed defendant No.2 shows that after institution of this suit by the plaintiff the defendant has already executed a registered Sale Deed with respect to schedule property in favour of proposed defendant No.2. Therefore, the defendant has transferred his right to the proposed defendant No.2, at this stage prima facie case is not made out by the plaintiff. Hence, I answer point No.1 in the **Negative**.

14. 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**.

15. 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 **25th day
of April, 2026**).

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