



IN THE COURT OF THE CIVIL JUDGE AND JMFC-AURAD-B

Presented by: Sri. VINAYAK VANKHANDE,

B.A. L.L.B. (Spl)

Civil Judge & J.M.F.C., Aurad-B.

Dated this the 3rd day of September - 2026

O.S. No.71/2025

BETWEEN:

Syed Subhani S/o Syed Pasha

Aged about 37 years,

R/at Moghal Nagar, Karwan, Hyderabad (TS)

..... PLAINTIFF

(Plaintiff By Sri.JBS/MBS., Adv.)

V/S

1) Rakesh S/o Babshetty Patil

Age 18 years, Occ. Agri.,

R/at village Jeerga (B), Tq. Aurad, Dist. Bidar.

2) Mohammad Mehraj S/o Mohammad Moinuddin

Aged 33 years, Occu. Agri & Business,

R/at Hyderabad (TS).

..... DEFENDANTS

(D1 Ex-Parte), (D2 by Sri.S.A.M., Adv.)

PARTIES IN I.A No. I

Syed Subhani

.....APPLICANT/ PLAINTIFF

(Plaintiff By Sri.JBS/MBS., Adv.)

V/s

Mohammad Mehraj

...OPPONENT/DEFENDANT NO.2

(By Sri.S.A.M., Adv.)

I	Provision under which the application is filed	U/Order XXXIX Rule 1 & 2 of CPC.
II	Relief sought for	Ex-parte temporary injunction.
III	The date on which the application is filed	09-07-2025
IV	Number of application	I.A. No.1
V	The date on which the objections are filed by different opponents.	20-11-2025
VI	The date on which the order is passed on the said application	03-09-2026

ORDER ON I.A. NO. I

The applicant/plaintiff has filed I.A.No.I under order XXXIX Rule 1 and 2 of C.P.C., praying this court to grant ex-parte Ad-interim temporary injunction order against the defendant No.2 restraining them, their agents and attorney holders etc., from selling, alienating or transferring the suit property in favour of anybody else, directly or indirectly in any manner whatsoever during the pendency of the suit and the same be made absolute till the disposal of suit to meet the ends of justice.

2) In the support of the application the plaintiff has sworn to an affidavit and submitted that, the defendant No.1 being in urgent and

pressing need of money to meet out his legal necessities and also to clear his family debts, has contracted with the plaintiff and defendant No.2 to sell and alienate his exclusively owned and possessed suit land bearing Sy.No.64/*/2 measuring 1 acre 3 guntas, out of 1 acre 5 guntas, situated at Jeerga village of Aurad Taluka, for agreed consideration amount of Rs.4,50,000/-. In part performance of said contract the defendant No.1 has received part sale consideration amount of Rs. 4,00,000/- from him and defendant No.2. Then he has executed registered agreement of sale on 16-04-2024 in favour of him and defendant No.2 and undertaken to execute the final registered sale deed without making any delay or lame excuses.

3) The plaintiff further submitted that, he and the defendant No.2 ever ready and willing to pay the remaining balance amount to get performed their part of contract, as such contacted the defendant No.1 to receive the balance consideration amount and execute the sale deed in favour of him and defendant No.2. The defendants have dragged the matter for no reason. By sensing suspicious circumstances and negligence of defendants, the plaintiff had check with Sub-Registrar's office with regard to the suit land, to his surprise, the defendants colluded with each other and got created a sham, bogus regd. Sale deed behind the back of the plaintiff on dt.16-05-2025, bearing No.1294/25-26.

4) The plaintiff further submitted that, then the plaintiff got issued legal notice dt.2-6-2025 which is delivered and acknowledged by the defendant No.1 by his reply notice wherein he denies the intent of the document and contended that it was security document for education purpose. The said sale deed is sham and bogus, voidable as defendants are the party to the agreement of sale and to dupe the plaintiff have colluded with each other and created sale deed. The said sale deed is not having any validity under law. The plaintiff has established prima-facie case and balance of convenience lies in his favour, and if no any temporary injunction has passed, it will cause multiplicity of litigation. Therefore, prays to allow the application.

5) The defendant No.2 has filed his written statement in his defence and adopted the same as his objections to this IA by filing memo. In the written statement, the defendant No.2 has admitted the ownership of defendant No.1 in respect of suit property and also admitted the execution of registered agreement of sale dt.16-4-2024 by the defendant No.1 in favour of plaintiff and himself, but contended that the plaintiff at the time of execution of the agreement of sale has requested the defendant No.2 to pay the entire agreed sale consideration amount and he will shortly pay the same to him. Therefore, believing his words the defendant No.2 has

paid the entire sale consideration amount of Rs.4,00,000/- to the defendant No.1 vide cheque bearing No.000528 of ICICI Bank, Branch Tolichowk, Hyderabad (TS). Further it is undertaken that, the defendant No.1 after preparation of 11E sketch map by receiving the balance consideration amount of Rs.50,000/- shall execute the final sale deed. But, the defendant No.2 has denied the other allegations made by the plaintiff and contended that, the plaintiff was never ready and pay remaining sale consideration amount and perform his part of contract. The defendant No.2 alone has paid the entire sale consideration amount. Therefore, the plaintiff is having no right and interest to request the defendant No.1 to execute the sale deed in favour of plaintiff and this defendant jointly.

6) The defendant No.2 further contended that, the plaintiff himself has permitted this defendant to get register the sale deed in his name alone as the plaintiff was unable to pay the said sale consideration amount to get register the suit land jointly. The plaintiff himself intimated the OTP at the time of execution of cancellation of agreement of sale. But due to his absence, cancellation of agreement was not executed. As the defendant No.2 alone has paid the entire sale consideration amount. Therefore, the defendant No.1 has executed the registered sale deed in his favour. The plaintiff has not served him legal notice. The defendant No.2 is in

actual and physical possession of suit land and cultivating personally. Therefore, prays to reject the application.

7) Heard the arguments of plaintiff side. Despite of granting sufficient opportunity the defendant No.2 has not canvassed argument on IA No.1 therefore, liberty was granted to defendant No.2 to file notes of arguments. Perused the materials available on record.

8) And the points would arise for my consideration are as follows:

- 1. Whether the Applicant/Plaintiff has made out a prima-facie case?***
- 2. Whether the balance of convenience lies in favour of the plaintiff?***
- 3. Whether the Applicant/plaintiff would suffer irreparable loss or injury if the temporary injunction is not granted?***
- 4. What order?***

9) The findings of this court to the above points are as under:

Point No.1 to 3 : In the Affirmative.

Point No.4 : As per the final order, for the following:

:: R E A S O N S ::

10) Point No.1 to 3 :- As these points are inter-connected with each other therefore, in order to avoid the repetition of the facts are take for common discussion.

11) This suit is filed by the plaintiff against the defendants for claiming the relief of specific performance of contract in respect of suit property, declaration that the alleged sale deed dt.16-04-2025 is sham, bogus and not binding on the plaintiff and perpetual injunction against the defendant No.2.

12) At the outset it is noted that, the defendant No.2 has admitted the execution of registered agreement of sale dt.16-4-2024 by the defendant No.1 in favour of plaintiff and himself, but contended that the plaintiff at the time of execution of the agreement of sale has requested him to pay the entire agreed sale consideration amount and he will shortly pay the same to him. Therefore, believing his words the defendant No.2 has paid the entire sale consideration amount of Rs.4,00,000/- to the defendant No.1 vide cheque bearing No.000528 of ICICI Bank, Branch Tolichowk, Hyderabad (TS).

13) It is the specific defence of the defendant No.2 that, the plaintiff has not paid him the amount which he has paid for plaintiff to defendant No.1 and also not made himself available for execution of cancellation of agreement of sale. Therefore, the defendant No.1 has executed the registered sale deed in his favour. Hence, the plaintiff is having no right and interest over the suit property.

14) It is noted that, in order to establish his case the plaintiff has produced the certified copy of registered agreement of sale

without possession dt.16-04-2024 executed by defendant No.1 in favour of plaintiff and defendant No.2 for agreed sale consideration amount of Rs.4,50,000/- in respect of suit property. In the agreement it is also recited that, prior to execution of this agreement of sale the seller has received earnest consideration amount of Rs.4,00,000/- through cheque No.000528 of ICICI Bank, Branch Tolichowki, Hyderabad (TS) from the said purchasers and for the token of the receipt, of the said money, this agreement of sale has been executed, in favour of the said purchaser. It is further recited that, the defendant No.1 has undertaken to execute the final sale deed by receiving balance consideration of Rs.50,000/- from the said purchaser at the time of final sale deed and agreed to deliver the possession of the said land at the time of final sale deed. In the said agreement the final date for performance of contract is not shown.

15) The plaintiff has produced the office copy of legal notice dt. 2-6-2025 issued by him through his counsel to defendants. The plaintiff also produced the postal receipts and reply notice sent by the counsel for defendant No.1 dt. 9-6-2025. On perusal of the reply notice, the defendant No.1 has admitted his ownership over the suit property, but denied the execution of agreement of sale in favor of plaintiff and defendant No.2 and contended that, the defendant No.1 was in need of money therefore, he has received the hand loan from

them and executed security document. The plaintiff has also produced the unopened postal cover which is sent to the defendant No.2 on the address as mentioned in the agreement of sale and it was returned as "insufficient address". However, at this stage, the defendant No.2 has not produced any documents in support of his defence.

16) On careful perusal of the records, at this stage it seems that, the defendant No.1 has executed registered agreement of sale dt.16-4-2024 in favour of plaintiff and defendant No.2 in respect of suit property for total consideration amount of Rs.4,50,000/- and the defendant No.1 has received earnest amount of Rs.4,00,000/- through cheque No.000528 of ICICI Bank, Branch Tolichowki, Hyderabad (TS). Although the defendant No.2 has contended that, this entire amount of Rs.4,00,000/- was paid by him alone and the plaintiff has not paid any amount. But, in the said agreement it is recited that, the amount was paid by the purchasers.

17) Now it is noted that, the question that, whether the said amount was belonging to the defendant No.2 alone or not and that the plaintiff has not paid any amount to the defendant No.2 is a matter of trial and that cannot be decided at this stage while disposing this application. The said agreement of sale was executed between the plaintiff and defendants and it is not yet canceled by the

parties to it as per law. Therefore, the said agreement is still in force. As the defendant No.2 was also the party to the said agreement and he is having knowledge of the same, therefore, at this stage it cannot be said that he is a bonafide purchaser without notice. Therefore, the plaintiff has made out prima-facie case, and balance of convenience lies in favour of plaintiff and if no order of temporary injunction is passed then the plaintiff will be put to great hardship than the defendant No.2, which cannot be compensated in terms of money and it will create multiplicity of proceedings. Therefore, I answer **Point No.1 to 3 in the Affirmative.**

18) POINT NO.4:- In view of the above findings, I proceed to pass the following:

ORDER

The I.A.No.I filed by the applicant/plaintiff under order XXXIX Rule 1 and 2 of C.P.C., is hereby allowed.

The defendant No.2, his agents and attorney holders etc., are hereby restrained from selling, alienating or transferring the suit property bearing Sy.No.64/*2 measuring 1 acre 3 guntas, situated at Jeerga village of Aurad

Taluka, Dist. Bidar as mentioned in the plaint, in favour of anybody, whether directly or indirectly, in any manner whatsoever till the disposal of suit.

(Dictated to Stenographer and typed by him, corrected by me and then, pronounced in the open Court this the **3rd day of September, 2026**).

(Vinayak Vankhande)
Civil Judge and JMFC, Aurad-B